



11531-A
RECORDATION NO. 11531 Filed 1425
FEB 25 1980 -11 50 AM

RECORDATION NO. 11531-B Filed 1425
FEB 25 1980 -11 50 AM
INTERSTATE COMMERCE COMMISSION

Dial Leasing Corporation of Iowa
207 Ninth Street
Des Moines, Iowa 50307
(515) 243-2131

INTERSTATE COMMERCE COMMISSION
RECORDATION NO. 11531-K Filed 1425
FEB 25 1980 -11 50 AM

RECORDATION NO. 11531-C Filed 1425
RECORDATION NO. 11531-L Filed 1425
FEB 25 1980 -11 50 AM FEB 25 1980 -11 50 AM

February 20, 1980

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

No. 0-056A070

Date FEB 25 1980

Fee \$ 210.00

ICC Washington, D. C.

South Soo Grain Company
Equipment Lease dated as of February 1, 1980

Dear Sir:

Pursuant to 49 U.S.C. Section 11303(a), I enclose herewith, for filing and recordation, counterparts of the following documents:

11531-A
RECORDATION NO. 11531-A Filed 1425
FEB 25 1980 -11 50 AM

1. Equipment Lease dated as of February 1, 1980 between First Security Bank of Utah, N.A. as Lessor and South Soo Grain Company as Lessee.
2. Indenture dated as of February 1, 1980 between First Security Bank of Utah, N.A. as Owner Trustee and Central Life Assurance Company as Lender.
3. Supplemental Indenture dated as of February 8, 1980 between First Security Bank of Utah, N.A. as Owner Trustee and Central Life Assurance Company as Lender.
4. Purchase Order Assignment dated as of February 6, 1980 between First Security Bank of Utah, N.A. as Owner Trustee and Railway Marketing Corporation as Purchaser.
5. Security Agreement dated as of February 1, 1980 between South Soo Grain Company as Lessee and First Security Bank of Utah, N.A. as Lessor.
6. Assignment of Rights dated as of February 10, 1980 between Central Life Assurance Company as Assignee and First Security Bank of Utah, N.A. as Assignor.

INTERSTATE COMMERCE COMMISSION

The Names and Addresses of the parties to the aforementioned Documents are as follows:

- (1) Owner Trustee/Lessor/Assignor

First Security Bank of Utah, N.A.
79 South Main Street, Suite 310
Salt Lake City, Utah 84110

RECEIVED
FEB 25 1980
FEB 25 1980

Handwritten signature: [illegible]

(2) Lessee

South Soo Grain Company
425 West Highway 20
South Sioux City, Nebraska 68776

(3) Lender/Assignee

Central Life Assurance Company
611 Fifth Avenue
Des Moines, Iowa 50306

(4) Purchaser
Railway Marketing, Inc.
Islands Complex
Seagull Road, House #143
Crystal River, Florida 32629

(5) Manufacturer

Trinity Industries, Inc.
4001 Irving Blvd.
Box 10587
Dallas, Texas 75207

Please file and record the documents referred to herein and cross-index them under the names of the Lessee, Owner Trustee/Lessor/Assignor, Lender/Assignee, Purchaser, and Manufacturer.

The Equipment covered by the aforementioned documents consists of:

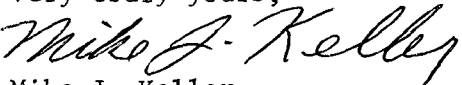
Fifteen (15), new 4750 Cubic Foot, 3 compartment, covered railroad hopper cars with trough hatches and gravity unloading gates, mounted on 100 ton trucks with roller bearings, manufactured by Trinity Industries, Inc., with Serial Number SSGX 111 thru SSGX 125 inclusive.

and

Five (5) used 1973, 4750 Cubic Foot, Triple covered hopper cars manufactured by Pullman Standard, with Serial Numbers SSGX 101 thru SSGX 105 inclusive.

Please stamp all counterparts of the enclosed Documents with your official recording stamp. You will wish to retain a copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



Mike J. Keller
Director of Leveraged Leasing
Dial Leasing Corporation of Iowa

MJK/jlap

Interstate Commerce Commission
Washington, D.C. 20423

2/25/80

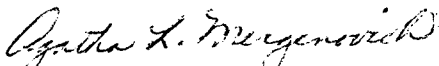
OFFICE OF THE SECRETARY

Mike J. Keller
Dial Leasing Corporation of Iowa
207 Ninth Street
Des Moines, Iowa 50307

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/25/80 at 11:50am , and assigned re-recording number(s). 11531, 11531-A, 11531-B, 11531-C, 11531-D, 11531-E

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

CERTIFICATION

11531

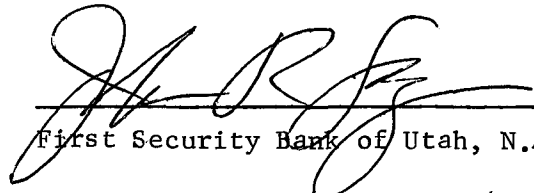
RECORDATION NO. Filed 1425

STATE OF UTAH)
County of Salt Lake) ss:

FEB 25 1980 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

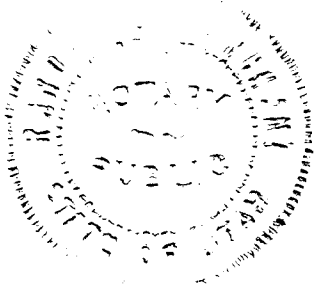
On this 21st day of February, 1980, before me personally appeared
JOHN R. SAGER, whose signature appears below, to me personally
known, who being by me duly sworn, says that he is the **TRUST ADMINISTRATOR**
of First Security Bank of Utah, N.A., and certified to me that the attached
copy is a true and correct copy of the Equipment Lease dated February 1, 1980
between South Soo Grain Company and First Security Bank of Utah, N.A.,
that said instrument was signed on behalf of the First Security Bank of
Utah, N.A. by authority of its Board of Directors, and he further ack-
nowledged that the execution of the foregoing instrument was the free
act and deed of the First Security Bank of Utah, N.A..


First Security Bank of Utah, N.A.

Dated: February 21, 1980

Notary: Randy R Marchant

My Commission Expires: February 8, 1982



DUPLICATE

EQUIPMENT LEASE

Dated as of February 1, 1980

Between

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as trustee under a
Master Trust Agreement dated as of
November 15, 1979 between it and
Dial Leasing Corporation of Iowa
as Lessor

and

South Soo Grain Company
as Lessee

Table of Contents

<u>Section</u>	<u>Subject</u>	<u>Page</u>
Section 1	Definitions; Construction of References	1
Section 2	Lease of Equipment	3
Section 3	Term and Rent	4
Section 4	Net Lease	5
Section 5	Return of Equipment	5
Section 6	Warranties of the Lessor	6
Section 7	Liens	7
Section 8	Taxes	7
Section 9	Use, Maintenance and Operation; Identifying Marks	8
Section 10	Inspection	9
Section 11	Loss or Destruction; Requisition of Use	9
Section 12	Termination	11
Section 13	Insurance	12
Section 14	Indemnification	12
Section 15	Sublease	13
Section 16	Tax Indemnification	13
Section 17	Lease Extension	17
Section 18	Events of Default	18
Section 19	Remedies	19
Section 20	Right to Cure	20
Section 21	Right of First Refusal	21
Section 22	Filing	21
Section 23	Notices	22
Section 24	Assignments by Lessor	22
Section 25	Amendments and Miscellaneous	23

Exhibit

Subject

Exhibit A	Description of Equipment
Exhibit B	Form of Certificate of Acceptance
Exhibit C	Specific Terms
Exhibit D	Casualty and Termination Values

EQUIPMENT LEASE

THIS EQUIPMENT LEASE, dated as of the date set forth in Exhibit C hereto (the Lease), between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity, but solely as trustee (the Lessor) under a Master Trust Agreement dated as of November 15, 1979 between it and Dial Leasing Corporation of Iowa (Trustor), and South Soo Grain Company (the Lessee).

W I T N E S S E T H :

SECTION 1. Definitions; Construction of References.

In this lease, unless the context otherwise requires:

(a) All references in this instrument to designated Sections and other subdivisions are to designated Sections and other subdivisions of this Lease, and the words herein, hereof and hereunder and other words of similar import refer to this Lease as a whole and not to any particular Section or other subdivision;

(b) The terms defined in this Section 1 or elsewhere in this Lease shall have the meanings assigned to them in this Section 1 or elsewhere and include the plural as well as the singular;

(c) Except as otherwise indicated, all the agreements or instruments hereinafter defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof;

(d) The following terms shall have the following meanings for all purposes of this Lease:

(1) Appraisal shall mean a procedure whereby two independent appraisers, neither of whom shall be a manufacturer of the Item of Leased Equipment for which Appraisal is required, one chosen by the Lessee and one by the Lessor, shall mutually agree upon the amount in question. The Lessor or the Lessee, as the case may be, shall deliver a written notice to the other party appointing its appraiser within 15 days after receipt from the other party of a written notice appointing that party's appraiser. If within 15 days after appointment of the two appraisers as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser, who shall not be a manufacturer of such Item of Leased Equipment, shall be chosen within five days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by an authorized representative of the American Arbitration Association or any organization successor thereto. The decision of the third appraiser so appointed and chosen shall be given within 10 days after the selection of such third appraiser and such decision shall be binding and conclusive on the Lessor and the Lessee.

The Lessor and the Lessee shall pay the fees and expenses of the respective appraisers appointed by them and shall share equally the fees and expenses of the third appraiser, if any.

(2) Basic Rent, Supplemental Rent and Rent shall have the meanings set forth in Section 3 hereof.

(3) Trustor, Daily Lease Rate Factor, Rent Commencement Date, Basic Rent Dates, Expiration Date, First Delivery Date, Final Delivery Date, Interim Rent Date, First Basic Rent Date, Last Basic Rent Date, Basic Lease Rate Factor, Depreciable Life, Depreciation Method, Salvage Value, Investment Credit, Overdue Rate, Lease Extension Periods, Return of Equipment and Equipment Marking shall have the meanings with respect to each Group of Leased Equipment set forth in Exhibit C hereto.

(4) Business Day shall have the meaning set forth in the Participation Agreement.

(5) Casualty Value, Termination Value and Penalty Value, if such terms shall be applicable to this Lease, shall have the meanings with respect to each Group of Leased Equipment set forth in Exhibit D hereto.

(6) Certificate of Acceptance shall mean a certificate of acceptance substantially in the form of Exhibit B hereto.

(7) Closing Date shall mean the date on which the Lessor becomes obligated to pay for the Equipment, which date shall occur on or before the Cut-off Date set forth in Exhibit C hereto.

(8) Equipment, Leased Equipment, and individually an Item or Items of Equipment, shall mean those items of equipment described in Exhibit A hereto which become subject to the terms and conditions of this Lease pursuant to Section 2 hereof.

(9) Fair Market Value of an Item of Leased Equipment shall be determined on the basis of, and shall mean the aggregate amount which would be obtainable in, an arm's-length transaction between an informed and willing buyer or user (other than: (i) a lessee currently in possession, or (ii) a used equipment dealer) and an informed and willing seller under no compulsion to sell or lease, and in such determination costs of removal from the location of current use shall not be a deduction from such value and all alternative uses in the hands of such buyer or user, including without limitation, the further leasing of such Item of Leased Equipment, shall be taken into account in making such determination. If the Lessor and the Lessee are unable to agree upon a determination of Fair Market Value with respect to a particular Item of Leased Equipment, such Fair Market Value shall be determined in accordance with the procedure for Appraisal. Fair Market Value may be determined on the basis of the subsequent rental of the Leased Equipment, rather than the sale of said equipment. Should such a determination be made the "aggregate amount" shall be the Fair Rental Value of said Equipment over the subsequent useful life of said Equipment discounted at the rate of 8% to the date of said determination.

(10) First Termination Date, shall have the meaning with respect to each Group of Leased Equipment set forth in Exhibit C hereto.

(11) Group of Equipment and Lessor's Cost shall have the meanings set forth in the Certificate of Acceptance with respect to each Item of Leased Equipment.

(12) Indenture shall mean the Indenture dated as of February 1, 1980 between Central Life Assurance Company, an Iowa corporation, as Lender, and the Lessor.

(13) Note(s) shall mean those promissory note(s) defined as Notes in the Participation Agreement issued in connection with the purchase of the Leased Equipment.

(14) Participation Agreement shall mean the agreement, dated as of February 1, 1980, among the Lessee, the Lessor/Owner Trustee, the Beneficiary, and the Lender.

(15) Permitted User shall mean (i) the Lessee or any corporation sharing 80% common ownership with the Lessee, (ii) a sublessee, as permitted herein, of the Lessee, (iii) any corporation, organization or other entity that is a "shipper" authorized to load the Equipment pursuant to the rules and regulations of the American Association of Railroads as evidenced by an appropriate OT-5 authority filing, (iv) any railroad company that is using the Equipment to move the Lessee's or a Permitted User's freight or to return the Equipment to the Lessee or a Permitted User pursuant to the rules and regulations of the American Association of Railroads.

As used herein the word shipper means any entity that originates freight traffic on the railroad system and which is prohibited from loading the Equipment east of the Mississippi River and which does not load salt, soda ash, or other corrosive products. It is the intent of the parties that this definition does not permit the Equipment to be used by any party that could, without violating the terms of this Lease or the rules and regulations of the American Association of Railroads, put the Equipment in the general railroad interchange system for uncontrolled use.

(16) Purchase Documents shall mean those documents defined as purchase documents in the Participation Agreement.

(17) Rental Payment Date shall, with respect to a Group of Equipment, mean either the Interim Rent Date or any of the Basic Rent Dates.

(18) Supplement shall mean each supplement to the Indenture creating a Note.

SECTION 2. Lease of Equipment.

Subject to the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee and the Lessee hereby agrees to lease from the Lessor such Items of Equipment as shall be described in one or more Certificates of Acceptance executed and delivered on behalf of the Lessor with respect thereto and as shall have been delivered and accepted on or after the First Delivery Date but on or before the Final Delivery Date (Leased Equipment,

and individually an Item of Leased Equipment). Subject to the provisions of Sections 11 and 12 of the Participation Agreement, upon delivery of each Item of Equipment to the Lessor, the Lessee will cause an authorized representative of the Lessee to inspect the same and, if such Item of Equipment is found to be in good working order and complies with the terms and conforms with the specifications separately provided to the Lessee by the manufacturer, and if Lessee has confirmed with the Lessor the Lessor's receipt of proper Purchase Documents, to accept such Item of Equipment and to execute and deliver a Certificate of Acceptance with respect thereto, whereupon, but also subject to the provisions of Sections 11 and 12 of the Participation Agreement, such Item of Equipment shall be deemed to have been delivered to and accepted by the Lessee and shall be subject to the terms and conditions of this Lease. With respect to each Item of Leased Equipment, all transportation charges payable for the delivery thereof to the Lessee and all installation charges, if any, relating thereto which are not included as part of the Lessor's Cost thereof shall be paid by the Lessee.

SECTION 3. Term and Rent.

(a) The term of this Lease as to each Item of Leased Equipment included in a Group of Equipment shall begin on its date of acceptance, as set forth in the Certificate of Acceptance executed and delivered with respect thereto, and shall end on the Expiration Date with respect to such Group of Equipment, unless this Lease shall have been terminated earlier pursuant to the terms hereof with respect to such Item, or the term of this Lease with respect to such Item of Leased Equipment shall have been extended, by the terms hereof.

(b) The Lessee shall pay to the Lessor as Basic Rent in advance (herein referred to as Basic Rent) for each Item of Leased Equipment subject to this Lease, the following:

(1) on the Interim Rent Date, an amount equal to the Daily Lease Rate Factor, if any, multiplied by the number of Items of Leased equipment leased hereunder, for each day elapsed from and including the Rent Commencement Date with respect to such Item of Leased Equipment to but excluding the Interim Rent Date;

(2) on the First Basic Rent Date, an amount equal to the Basic Lease Rate Factor, multiplied by the number of such Items of Leased Equipment leased hereunder; and

(3) on each Basic Rent Date thereafter to and including the Last Basic Rent Date, an amount equal to the Basic Lease Rate Factor, multiplied by the number of such Items of Leased Equipment leased hereunder.

(c) The Lessee shall pay to the Lessor the following amounts (herein referred to as Supplemental Rent and, together with all Basic Rent, as Rent):

(1) on demand, any amount payable hereunder (other than Basic Rent, Casualty Value, Termination Value and Penalty Value if any) which the Lessee assumes the obligation to pay, or agrees to pay, under this Lease to the Lessor or others;

(2) on the date provided herein, any amount payable hereunder as Casualty Value, Termination Value or Penalty Value if any; and

(3) to the extent permitted by applicable law, interest (computed on the basis of a 360-day year of twelve 30-day months) at the Overdue Rate on any payment of Basic Rent, Casualty Value, Termination Value or Penalty Value if any, not paid when due for any period for which the same shall be overdue and on any payment of Supplemental Rent (including, without limitation, interest payable under this clause (3), but excluding payments of Casualty Value, Termination Value or Penalty Value if any) not paid when demanded hereunder for the period from the date of such demand until the date on which the same shall be paid.

(d) All payments of Rent hereunder shall be made so that the Lessor shall have immediately available funds on the date payable hereunder, and shall be paid to the Lessor at its address set forth herein or at such other address as the Lessor may direct by notice in writing to the Lessee.

SECTION 4. Net Lease.

This Lease is a net lease and the Lessee acknowledges and agrees that the Lessee's obligation to pay all Rent hereunder, and the rights of the Lessor in and to such Rent, shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment (Abatements) for any reason whatsoever, including, without limitation, Abatements due to any present or future claims of the Lessee against the Lessor under this Lease or otherwise, or against the manufacturer or seller of any Item of Leased Equipment; provided, however, that nothing in this Lease shall prohibit or restrict the Lessee from pursuing in a separate action whatever rights and remedies the Lessee may have from time to time against the Lessor or any other party. Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall the respective obligations of the Lessor or the Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, the Leased Equipment or any Item thereof from whatsoever cause, or the interference with the use thereof by any private person, corporation or governmental authority, or the invalidity or unenforceability or lack of due authorization of this Lease or lack of right, power or authority of the Lessor to enter into this Lease, or for any other cause, whether similar or dissimilar to the foregoing, any present or future law or regulation to the contrary notwithstanding, it being the express intention of the Lessor and the Lessee that all Rent payable by the Lessee hereunder shall be, and continue to be, payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

SECTION 5. Return of Equipment.

(a) Upon the expiration or termination of this Lease with respect to a Group of Equipment, or, with respect to those Items of Leased Equipment in such Group which are not registerable under, or for which a Certificate of Title is not required by, the applicable laws of any jurisdiction not later than 30 days after such expiration or termination, the Lessee, at its own expense, will return the Items of Leased Equipment then subject to this Lease which are included in such Group of Equipment to the Lessor pursuant to the instructions set forth under the heading Return of Equipment in Exhibit C to this Lease and in the condition in which such Leased Equipment is required to be maintained

pursuant to Section 9 hereof. Such Leased Equipment, upon redelivery pursuant hereto, shall be free and clear of all mortgages, liens, security interest, charges, encumbrances and claims (Liens), other than Liens either (1) resulting from voluntary action by the Lessor without the prior approval of the Lessee and not taken as the result of any default by the Lessee, or (2) resulting from claims against the Lessor not related to the Lessor's ownership of the Leased Equipment (Liens described in clauses (1) and (2) above being herein referred to as Lessor's Liens).

(b) For each day elapsed between the date of the expiration or termination of this Lease with respect to any Item of Leased Equipment and the date of the return of such Item in accordance with the preceding paragraph (a), the Lessee agrees to pay the Lessor (i), if such Item is returned after expiration of the original term of this Lease, an amount equal to the Daily Lease Rate Factor multiplied by the Lessor's Cost of such Item, or (ii), if such Item is returned after expiration of the term of this Lease as extended in accordance with Section 17 hereof, an amount equal to the daily equivalent of the lease rate factor (determined as provided in Section 17 hereof) multiplied by the Lessor's Cost of such Item.

(c) In addition to the amounts due pursuant to the preceding paragraph (b), if the Lessee has not returned the Equipment within 50 days of the expiration of the original or extended term of this Lease, Lessee shall pay the Lessor \$20 per day per car as liquidated damages for the wrongful holdover of any car (cars) for each day beyond said 50 days, except that Lessee shall not be liable for such damages if the holdover is caused by an act of God or a labor strike.

SECTION 6. Warranties of the Lessor.

(a) The Lessor, assuming compliance by Lessee with the terms of this Lease and Lessor's receipt of proper Purchase Documents as provided for in the Participation Agreement, covenants and agrees that (i) as of the commencement of the term hereof it will have title to each Item of Leased Equipment, and (ii) during the term of this Lease, in no Event of Default has occurred and the Lessor has not declared this Lease to be in default, the Lessee's use of the Leased Equipment shall not be interrupted by the Lessor or anyone claiming through or under the Lessor.

(b) The warranties set forth in paragraph (a) of this Section are in lieu of all other warranties of the Lessor, whether written, oral or implied with respect to this Lease or the Leased Equipment; and the Lessor shall not be deemed to have modified in any respect the obligations of the Lessee pursuant to Section 4 hereof, which obligations are absolute and unconditional. Upon Lessee's acceptance of the Equipment, AS BETWEEN LESSOR AND LESSEE, LESSEE EXPRESSLY AGREES TO LEASE EACH ITEM OF EQUIPMENT "AS IS". LESSOR HEREBY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE LEASED EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE LEASED EQUIPMENT OR CONFORMITY OF THE LEASED EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO, NOR SHALL THE LESSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING NEGLIGENCE AND STRICT LIABILITY IN TORT), but the Lessor authorizes the Lessee, at the Lessee's expense, to assert for the Lessor's account, during the term of this Lease, so long as no

Event of Default shall have occurred hereunder and be continuing, all of the Lessor's rights under any applicable manufacturer's or seller's warranty and the Lessor agrees to cooperate with the Lessee in asserting such rights; provided, however that the Lessee shall indemnify and shall hold the Lessor harmless from and against any and all claims, and all costs, expenses, damages, losses and liabilities incurred or suffered by the Lessor in connection therewith, as a result of, or incidental to, any action by the Lessee pursuant to the above authorization. Any amount received by the Lessee as payment under any such warranty shall be applied to restore the Leased Equipment to the condition required by Section 9 hereof or, in the event an Event of Loss shall have occurred, shall be applied to the payment of Casualty Value due with respect to such Event of Loss.

SECTION 7. Liens.

The Lessee will not directly or indirectly create, incur, assume or suffer to exist any lien, mortgage, charge, claim, security interest or other encumbrance (Liens) on or with respect to the Leased Equipment, the Lessor's title thereto or any interest of the Lessor therein (and the Lessee will promptly, at its own expense, take such action as may be necessary duly to discharge any such Lien), except (1) the respective rights of the Lessor and the Lessee as herein provided, (2) Lessor's Liens, (3) Liens for taxes either not yet due or being contested in good faith and by appropriate proceedings, if counsel for the Lessor shall have determined that the nonpayment of any such tax or the contest of any such payment in such proceedings do not, in the opinion of such counsel, adversely affect the title, property, or rights of the Lessor, (4) inchoate materialmen's, mechanics', workmen's, repairmen's, employees' or other like Liens arising in the ordinary course of business of the Lessee and not delinquent and (5) Liens granted by the Lessor to any assignee or security assignee of the Lessor.

SECTION 8. Taxes.

The Lessee agrees to pay when due and to indemnify the Lessor for, and hold the Lessor harmless from and against, all income, franchise, sales, use, personal property, ad valorem, value added, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature, together with any penalties, fines or interests thereon (Impositions), arising out of the transactions contemplated by this Lease and imposed against the Lessor, the Lessee or the Leased Equipment by any federal, state, local or foreign government or taxing authority upon or with respect to the Leased Equipment or upon the sale, purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, taxes on and measured by the net income of the Lessor) unless, and only to the extent that, the Lessee shall have given to the Lessor written notice of any such Imposition, which notice shall state that such Imposition is being contested by the Lessee in good faith and by appropriate proceedings and counsel for the Lessor shall have determined that the nonpayment thereof or the contest thereof in such proceedings does not, in the opinion of such counsel, adversely affect the title, property or rights of the Lessor. If a claim is made against the Lessee or the Lessor for any Imposition, the party receiving notice of such claim shall notify the other within a reasonable time. In case any report or return is required to be made with respect to any obligation of the Lessee under this Section 8 or arising out of this Section 8, the

Lessee will either (after notice to the Lessor) make such report or return in such manner as will show the ownership of the Leased Equipment in the Lessor and send a copy of such report or return to the Lessor, or if the Lessor is required by law to make such report or return, will notify the Lessor of such requirement and prepare such report or return in such manner as shall be satisfactory to the Lessor and forward the same to the Lessor in a timely fashion. The Lessor agrees to cooperate fully with the Lessee in the preparation of any such report or return.

SECTION 9. Use, Maintenance and Operation; Identifying Marks.

(a) The Lessee agrees that the Leased Equipment will be used only by the Permitted Users in compliance with any and all statutes, laws, ordinances and regulations of any applicable governmental agency, and, subject to the provisions of Section 15 hereof, will at all times be used solely within the United States in the conduct of the business of the Permitted Users and be and remain in the possession and control of the Permitted Users. Lessee shall not transport or store any Item of Leased Equipment, or suffer such Item to be transported or stored, in any area excluded from coverage by an insurance policy in effect with respect thereto. Throughout the term of this Lease, and any extensions or holdovers permitted hereunder, the possession, use and maintenance of this Leased Equipment shall be at the sole risk and expense of the Lessee.

(b) The Lessee shall use the Items of Leased Equipment only in the manner for which they were designed and intended and will, at its own cost and expense, repair and maintain the Leased Equipment so as to keep it in as good condition as when delivered to the Lessee hereunder, ordinary wear and tear excepted. At the expiration of this Lease each item of Lease Equipment shall be fit for performing the service of transporting silica sand without risk of contamination of said sand. Lessee shall not use the Items in violation of any law or regulation or of any insurance policy which covers the Items. Lessee shall not use, and shall not allow a Permitted User to use, any Item of Leased Equipment for the storage or transportation of salt, soda ash or any other corrosive product, or any product that will cause the loss of the manufacturer's warranty of the Equipment. Upon the Lessor's request Lessee shall issue a report as to the condition of each Item of Equipment, said report shall be requested by Lessor not more than once per year.

(c) The Lessee will not, without the prior written consent of the Lessor, affix or install any accessory, equipment, or device on any Item of Leased Equipment which will impair the originally intended function or use of such Item. All accessories, equipment and devices furnished, attached or affixed to any Item shall thereupon become the property of the Lessor (except such as may be removed without in any material way affecting or impairing the originally intended function or use of such Item and were not required in compliance with the provision of the first sentence of paragraph (a) of this Section 9). Such accessories, equipment and devices which may be removed without in any material way affecting or impairing the originally intended function or use of any Item of Leased Equipment shall be removed from each Item of Equipment before such Item is returned to the Lessor. The Lessee will not, without the prior written consent of the Lessor, and subject to such conditions as the Lessor may impose for its protection, affix or install any Item of Leased Equipment to or in any real property.

(d) The Lessee agrees, at its own cost and expense, to (1) cause each Item of Leased Equipment to be kept numbered with the identification or serial number therefor as specified in the Certificate of Acceptance therefor and (2) maintain the Equipment Marking on each Item of Leased Equipment and such other markings as from time to time may be required by law or otherwise deemed necessary by the Lessor in order to protect the title of the Lessor to such Item of Leased Equipment, the rights of the Lessor under this Lease and the Lien granted by the Lessor in financing the Lessor's Cost of the Leased Equipment. The Lessee will not place any Item of Leased Equipment in operation or exercise any control or dominion over the same until such Equipment Marking has been placed thereon. The Lessee will replace promptly any such Equipment Marking which may be removed, defaced or destroyed.

SECTION 10. Inspection.

The Lessor shall, at its cost, have the right, but not the duty, to inspect the Leased Equipment. Upon the request of the Lessor, the Lessee shall confirm to the Lessor the location of each Item of Leased Equipment and to make the Leased Equipment available to the Lessor for inspection at such location. The Lessee shall make its records pertaining to the Leased Equipment available to the Lessor for inspection at any reasonable time.

SECTION 11. Loss or Destruction; Requisition of Use.

(a) In the event that any Item of Leased Equipment shall be or become damaged, destroyed, lost, stolen, or permanently rendered unfit for use for any reason whatsoever, or title thereto shall be requisitioned or otherwise taken by any governmental authority under power of eminent domain or otherwise (Requisition of Use), or any Item of Leased Equipment is returned to the manufacturer or seller thereof pursuant to the patent indemnity provisions of the Purchase Documents, such fact shall promptly be reported by the Lessee to the Lessor.

(b) The Lessee shall determine, within 30 days after the date of occurrence of any such damage or wearing out, whether such Item of Leased Equipment can be repaired or replaced.

(c) In the event Lessee determines that such Item cannot be repaired or replaced or in the event of such damage, wearing out, destruction, loss, theft, Requisition of Use for a stated period which exceeds the term of this Lease, or return of such Item to the manufacturer or seller thereof without replacement thereof (any such occurrence being referred to as an Event of Loss, and the date thereof being the date of such damage, wearing out, destruction, loss, theft, Requisition of Use for a stated period which exceeds the term of this Lease, or return of such Item to the manufacturer or seller thereof without replacement thereof) the Lessee shall promptly notify the Lessor of such Event of Loss. On the Basic Rent Date next following, the Lessee shall pay to the Lessor an amount equal to the Casualty Value of such Item, determined as of such Basic Rent Date, together with any Rent then due. In the event the Lessee determines that such Item can be repaired or replaced, the Lessee shall cause such Item to be repaired or replaced within 120 days after the occurrence of such damage or wearing out and, in the event of replacement, will take such

action as may be required under and pursuant to the Indenture to perfect, protect and preserve any security interests created by the Lessor under and pursuant to the Indenture; provided, however, that if the Lessee shall, within said 120-day period, have commenced the repair or replacement, but is prevented from completing such repair or replacement within said 120-day period due to causes beyond the Lessee's control, then the time for repair or replacement shall be extended by the number of days necessary to complete such repair or replacement up to a maximum of 120 additional days, and further provided, that if the Lessee fails to repair or replace such Item within the above-described repair or replacement period the Lessee shall, on the Basic Rent Date next following the end of the above-described repair or replacement period, pay to the Lessor an amount equal to the Casualty Value of such Item, determined as of such Basic Rent Date, together with any Rent then due. If at such time as the Casualty Value would otherwise be due, no more Basic Rent is or will become payable under this Lease, the Casualty Value shall be paid within 30 days thereafter. The obligation of the Lessee to pay Rent during the period from the date of an Event of Loss to, but excluding, the date upon which the Casualty Value is paid, including any replacement or repair period, shall remain in full force and effect.

Notwithstanding the foregoing, the Lessee, pursuant to the provisions of Section 16 hereof, shall still be required to indemnify the Lessor for any Loss, as defined in Section 16 hereof, due to the Lessee's act of replacing an Item of Leased Equipment authorized hereby. Upon making such Casualty Value payment in respect of such Item and all Rent due and owing with respect thereto, the Lessee's obligation to pay further Basic Rent for such Item shall cease, but the Lessee's obligation to pay Supplemental Rent, if any, for such Item, and to pay Rent for all other Items of Leased Equipment shall remain unchanged. Except in the case of loss, theft, destruction, or return to the manufacturer or seller, the Lessor shall be entitled to recover possession of such Item, unless possession of such Item is required to be delivered to an insurance carrier (other than the Lessee) in order to settle an insurance claim arising out of the Event of Loss. The Lessor shall be entitled to retain any salvage value collected by said insurance carrier in excess of the amount paid to the Lessor by said insurance carrier. The Lessor shall be under no duty to Lessee to pursue any claim against any governmental authority, but the Lessee may at its own cost and expense pursue the same on behalf of the Lessor in such manner as may be satisfactory to the Lessor. Any replacement Item installed by the Lessee in accordance with the provisions of this Section 11(c) shall be in as good operating condition as, and shall have a value and utility at least equal to, the Item replaced, assuming the Item replaced was in the condition and state of repair required to be maintained by the terms hereof.

(d) Following payment of the Casualty Value of an Item of Leased Equipment in accordance with the provisions of Section 11(c), the Lessee shall as agent for the Lessor, dispose of such Item as soon as it is able to do so for the best price obtainable. Any such disposition shall be on an "as is", "where is" basis without representation or warranty, express or implied. As to each separate Item so disposed of, the Lessee may, after paying the Lessor the amounts specified in Section 11(c), retain all amounts of such price up to the Casualty Value and the Lessee's reasonable costs and expenses of disposition attributable thereto, and shall remit the excess, if any, to the Lessor. The Lessee shall be entitled to all amounts it may receive in connection with any cause of action brought by it arising out of such Event of Loss. As to each

Item of Leased Equipment returned to the manufacturer or seller thereof in the manner described in Section 11(a) and not replaced or modified by the manufacturer or seller pursuant to the patent indemnity provisions of the Purchase Documents, the Lessor agrees that the Lessee shall receive and retain all amounts payable to the Lessor by the manufacturer or seller for the return of such Item, up to the Casualty Value paid by the Lessee hereunder, and any excess shall be paid to or retained by the Lessor. As to each Item of Leased Equipment modified and each replacement Item installed by the manufacturer or seller pursuant to the patent indemnity provisions of the Purchase Documents, the Lessor and the Lessee agree that such modified Item or replacement Item shall be delivered to the Lessee and shall, without any further act of the Lessor or the Lessee, be considered an Item for all purposes of this Lease.

(e) Except as hereinabove in this Section 11 provided, the Lessee shall bear the risk of loss and shall not be released from its obligations hereunder in the event of any damage or Event of Loss to any Item of Leased Equipment after delivery to and acceptance by the Lessee hereunder until the return thereof to the Lessor pursuant to Section 5 hereof.

(f) In the case of a Requisition of Use of any Item of Leased Equipment for an indefinite period or for a stated period which does not exceed the term of this Lease, such Requisition of Use shall not terminate this Lease with respect to such Item, and each and every obligation of the Lessee with respect thereto shall remain in full force and effect. So long as no Event of Default shall have occurred and be continuing under this Lease, the Lessee shall be entitled to all sums received by reason of any such Requisition of Use up to the amount of the Basic Rent paid by the Lessee during the period of such Requisition of Use.

SECTION 12. Termination.

The Lessee shall have the right, at its option and on at least 180 days' prior written notice to the Lessor, to terminate (which act shall hereinafter be called the "Termination") this Lease as to all but not less than all of such Items of Leased Equipment as of any succeeding rental payment date specified in such notice (such termination date so specified being hereinafter called the "Termination Date"); provided, however, that (i) the Termination Date shall not be earlier than the 121st Basic Rent payment, (ii) no Event of Default or other event which after the lapse of time or the giving of notice or both would become an Event of Default shall have occurred and be continuing on such date and that such Items of Leased Equipment shall have become obsolete or surplus to the Lessee's requirements, and (iii) on the Termination Date all Items of Leased Equipment shall be in the condition required for redelivery pursuant to Section 5 hereof.

On such Termination Date, the Lessee shall pay to the Lessor with respect to each such Item of Leased Equipment an amount equal to (i) the excess, if any, of the Termination Value (as hereinafter defined) for each such Item of Leased Equipment computed as of such date over the then Fair Market Value and (ii) the rental payment with respect to each Item of Leased Equipment due on such Termination Date. The Termination Value of each such Item of Leased Equipment as of the Termination Date on which payment is to be made shall be that percentage of the Purchase Price of such

Item of Leased Equipment as is set forth in Exhibit D hereto opposite such Basic Rent payment number and (iii) in addition and not included in any excess payment of the Termination Value pursuant to this Section 12, the penalty payment with respect to each Item of Leased Equipment due on such Termination Date, the penalty value (the Penalty Value) of each such Item of Leased Equipment as of the Termination Date on which payment is to be made shall be that percentage of the Purchase Price of such Item of Leased Equipment as set forth in Exhibit D hereto opposite such Basic Rent payment number

Upon the receipt by the Lessor of the amounts above described, the obligation of the Lessee to pay rent pursuant to Section 3 hereof in respect of such Item of Leased Equipment on each Basic Rent Date shall continue to and including the Termination Date but shall then terminate.

SECTION 13. Insurance.

At its own expense, the Lessee will cause to be carried and maintained casualty insurance, with a \$25,000 deductible, in amounts equal to the Casualty Value with respect to each Item of Leased Equipment and public liability insurance, with a \$25,000 deductible, in amounts and against risks customarily insured against by the Lessee on similar equipment and, in any event, in amounts and against risks comparable to those insured against by the Permitted Users on equipment owned by them, but in no event less than \$1,000,000 single limit per occurrence with respect to public liability insurance. Any policies with respect to such insurance shall be with an insurance carrier acceptable to the Lessor and shall name the Lessor, loss payee, as its interest may appear, shall provide for at least 30 days' prior written notice by the insurance carrier to the Lessor in the event of cancellation, expiration or material modification. The Lessee shall, prior to the First Delivery Date and annually thereafter on the anniversary thereof, furnish a certificate evidencing such insurance.

SECTION 14. Indemnification.

The Lessee agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless the Lessor from and against any and all liabilities, obligations, losses, damages, penalties, claims (including, without limitation, claims involving negligence, strict or absolute liability), actions, suits, costs, expenses and disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever, but excluding such claims with respect to which indemnification is otherwise expressly provided for in Sections 8 and 16 hereof, (Claims) which may be imposed on, incurred or asserted against the Lessor, whether or not the Lessor shall also be indemnified as to any such Claim by any other person, in any way relating to or arising out of this Lease or the performance or enforcement of any of the terms hereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, sublease, possession, use, operation, maintenance, condition, registration, sale, return, storage or disposition of any Item of Leased Equipment or any accident in connection therewith (including, without limitation, latent and other defects, whether or not discoverable and any Claim for patent, trademark or copyright infringement); provided, however, that the Lessee shall not be required to indemnify the Lessor for (1) any Claim in respect of any Item of Leased Equipment arising from acts

or events which occur after possession of such Item of Leased Equipment has been redelivered to the Lessor, or (2) any Claim resulting from acts which would constitute the willful misconduct or gross negligence of the Lessor, or (3) any Claim based upon fees to be paid by anyone other than the Lessee in connection with the financing contemplated by this Lease. The Lessee agrees that the Lessor shall not be liable to the Lessee for any Claim caused directly or indirectly by the inadequacy of any Item of Leased Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, all of which shall be the risk and responsibility of the Lessee. The rights and indemnities of the Lessor hereunder are expressly made for the benefit of, and shall be enforceable by, the Lessor notwithstanding the fact that the Lessor is either no longer a party to this Lease, or was not a party to this Lease at its outset, or this Lease has terminated or expired.

SECTION 15. Sublease.

The Lessee will not, without the prior written consent of the Lessor, which consent will not be unreasonably withheld, relinquish possession of any of the Leased Equipment or assign any of its rights hereunder, to any person other than a Permitted User or any political subdivision of the United States Government. No sublease, other relinquishment of the possession of any of the Leased Equipment, or assignment by the Lessee of any of its rights hereunder shall in any way discharge or diminish any of the Lessee's obligations to the Lessor hereunder, unless Lessor and any security assignee of the Lessor shall agree, in writing, to the release of the Lessee from its obligations hereunder. No sublease is or shall be permitted hereunder unless agree, in writing, the rights of the sublessee thereunder are expressly subject and subordinate to the rights of the Lessor and any security assignee of the Lessor.

SECTION 16. Tax Indemnification.

(a) The Trustor, on its part, desires that, by entering this lease transaction, it shall be entitled to such deductions, credits and other benefits as are provided to an owner of property including, without limitation:

(i) unless otherwise provided in Exhibit C hereto, the investment tax credit (Investment Credit) allowed by Section 38 and related sections of the Internal Revenue Code of 1954, as amended (Code), in an amount equal to the percentage set forth in Exhibit C hereto of the Lessor's Cost of each Item of Leased Equipment;

(ii) the deduction for accelerated depreciation (Depreciation Deduction) on each Item of Leased Equipment under various sections of the Code based upon the Depreciable Life, Depreciation Method and Salvage Value set forth in Exhibit C hereto;

(iii) the deduction under section 163 of the Code (Interest Deduction) in the full amount of any interest paid or accrued by the Lessor in accordance with the Lessor's permissible method of accounting for tax purposes with respect to any indebtedness incurred by the Lessor in financing its purchase of each Item of Leased Equipment.

Lessee agrees, as hereinafter set forth in paragraph (b) below, not to do or omit to do an act which will interfere with the attainment of Trustor's desires.

(b) If because of an act or omission on the part of the Lessee the Trustor shall lose, shall not have or shall lose the right to claim, or if because of an act or omission on the part of the Lessee there shall be disallowed or recaptured with respect to the Lessor, all or any portion of the Investment Credit, the Interest Deduction or the Depreciation Deduction as is provided to an owner of property with respect to any Item of Leased Equipment (Loss), then the Basic Lease Rate Factor applicable to such Item of Leased Equipment shall, on and after the next succeeding Basic Rent Date, after written notice to the Lessee by the Lessor that a Loss has occurred, be increased by such amount for such Item which will cause the Trustor's net after-tax return (computed using the same method and the same assumptions as were utilized in originally evaluating the financing contemplated by this Lease) over the term of the Lease in respect of such Item to equal the net after-tax return that would have been available if the Trustor had been entitled to the utilization of all of the Investment Credit, the Interest Deduction and the Depreciation Deduction with respect to such Item, and the Lessee shall forthwith pay to the Lessor the amount of any interest or penalty attributable to the Loss. Some examples of acts or omissions that may cause the loss, disallowance, or recapture of the items mentioned in (a) above are as follows, the examples in no way limit this paragraph: (1) Use of the equipment outside of the United States, (2) Sale of the property by Lessee, (3) Lessee improvement of Equipment in violation of Lease, (4) Lessee's failure to properly accept the Equipment on behalf of Lessor. The Lessee shall have the right to make any indemnity payment required by this Section 16 in one payment rather than by increasing the Basic Lease Rate Factor with respect to Basic Rent payable during the remaining term of this Lease. To the extent any Loss gives rise to subsequent tax benefits to the Trustor, an appropriate payment shall be made by the Lessor to the Lessee.

(c) For purposes of this Section 16, a Loss shall occur upon the earliest of (1) the happening of any event (such as a disposition or change in the use of any Item of Leased Equipment) which may cause such Loss, (2) the payment by the Trustor to the Internal Revenue Service of the tax increase resulting from such Loss, or (3) the adjustment of the tax return of the Trustor to reflect such Loss. With respect to any Item of Leased Equipment, the Trustor shall be responsible for, and shall not be entitled to a payment under this Section 16 on account of and only to the extent of, any Loss due to one or more of the following events: (1) a disposition due to the sale or other transfer of such Item of Leased Equipment or the lease thereof by the Lessor prior to any default by the Lessee, or (2) a failure of the Trustor to timely or properly claim the Investment Credit, Interest Deduction or Depreciation Deduction for such Item of Leased Equipment in the tax return of the Lessor, or (3) a disqualifying change in the nature of the Trustor's business or the liquidation thereof, or (4) any event which by the terms of this Lease requires payment by the Lessee of the Casualty Value, Termination Value or Penalty Value of such Item, if such Casualty Value, Termination Value or Penalty Value is thereafter actually paid by the Lessee when due, or (5) the failure of the Trustor to have sufficient liability for tax against which to apply such Investment Credit or taxable income against which to apply such Depreciation Deduction or Interest Deduction, or (6) the failure of the Lessor to contest such Loss in the manner provided for in this Section 16.

(d) If an auditing agent of the Internal Revenue Service proposes or makes an adjustment resulting in a Loss, or in the inclusion in the gross income of the Trustor of the cost of any Capital Expenditure, as such term is defined in paragraph (f) of this Section 16, with respect to which the Lessee may be required to indemnify pursuant to the provisions of this Section 16, the Lessor shall notify the Lessee in writing within a reasonable time, but the Lessor shall be under no obligation whatsoever to contest such adjustment or proposed adjustment, unless:

(1) the Lessee requests the Lessor to contest such adjustment or proposed adjustment within 20 days after the Lessor has notified the Lessee in writing of its intent not to contest such adjustment;

(2) notwithstanding any other opinion previously rendered in respect of the transactions contemplated by this Lease, an independent counsel selected by the Lessor and acceptable to the Lessee (Independent Counsel) renders a written opinion within the Prescribed Period, as defined in paragraph (3) of this Section 16, after receiving a request for such opinion, to the effect that there is a reasonable basis to contest such adjustment or proposed adjustment, as the case may be; and

(3) the Lessee agrees to pay on demand all reasonable out-of-pocket expenses, including, without limitation, the fees and disbursements of Independent Counsel, paid or incurred by the Lessor in connection with this paragraph (d) and any such contest.

The Lessor may conduct any administrative contest pursuant to this paragraph (d) in such manner as it determines in its sole discretion to be advisable. If the Lessee does not request the Lessor to contest such adjustment or proposed adjustment within 20 days after the Lessor has given the Lessee notice of such adjustment, or if Independent Counsel does not render the written opinion described in clause (2) above within the Prescribed Period, as defined in paragraph (e) of this Section 16, after receiving a request for such opinion, the Lessee shall indemnify the Lessor in the manner set forth in this Section 16. If the Lessor shall contest an adjustment or proposed adjustment administratively in accordance with this paragraph (d) and, in the opinion of Lessor's tax counsel, shall not prevail, the Lessor shall be under no obligation to contest such adjustment in the United States Tax Court, the United States Court of Claims, or any District Court of the United States of competent jurisdiction, if it has given the Lessee notice of its intention not to contest such adjustment or proposed adjustment, unless:

(1) the Lessee requests the Lessor to contest such adjustment or proposed adjustment within 20 days after the Lessor has notified the Lessee in writing of its intent not to make such contest;

(2) notwithstanding any opinion previously rendered in respect of the transactions contemplated by this Lease, Independent Counsel renders a written opinion within the Prescribed Period as defined in paragraph (e) of this Section 16, after receiving a request for such opinion, to the effect that the Investment Credit, Depreciation Deduction

or Interest Deduction so adjusted is allowable under the Code, the regulations promulgated thereunder and judicial decisions and that the Lessor should prevail if the matter is litigated; and

(3) the Lessee agrees to pay on demand all reasonable out-of-pocket expenses, including, without limitation, the fees and disbursements of Independent Counsel paid or incurred in connection with this paragraph (d) and any such legal proceedings.

If the Lessee does not request the Lessor to contest any such adjustment in a court of competent jurisdiction within 20 days after the Lessor has given the Lessee notice thereof, or if Independent Counsel does not render the written opinion described in clause (2) above within the Prescribed Period, as defined in paragraph (3) of this Section 16, after receiving a request for such opinion, the Lessee shall indemnify the Lessor in the manner set forth in this Section 16. If the Lessor institutes judicial proceedings in accordance with this paragraph (d) and does not prevail at any judicial level, the Lessee shall indemnify the Lessor in the manner set forth in this Section 16. The Lessor shall have no obligation to appeal any decision of any court; provided however, that the Lessor shall consult with the Lessee in good faith before determining whether or not to appeal any adverse judicial decision. If the Lessor contests any adjustment in a court of competent jurisdiction pursuant to this paragraph (d), the Lessor's tax counsel shall determine in its sole discretion whether to petition the United States Tax Court for a redetermination of the deficiency proposed to be assessed or to pay the deficiency and institute an action in a court of competent jurisdiction for a refund of taxes paid, considering, however, in good faith such request as the Lessee shall make concerning the most appropriate forum in which to proceed. The Lessor may conduct any judicial contest pursuant to this paragraph (d) in such manner as the Lessor determines in good faith but in its sole discretion to be advisable. In the event that the Lessor pays the tax resulting from a proposed adjustment and proceeds to seek a refund thereof, the Lessee shall pay the Lessor an amount equal to interest at the Overdue Rate on the amount of tax in question computed from the date of payment of such tax to the date of final determination of such adjustment, such amount to be payable in equal installments within each calendar year on the Basic Rent Dates during such period. Upon receipt by the Lessor of a refund of any tax paid by it in respect of which the Lessee has paid an amount equal to interest at the Overdue Rate, as provided for in the preceding sentence, while such tax payment was contested by the Lessor, an amount equal to the aggregate amount of interest paid by the government on such refund shall be paid by the Lessor to the Lessee.

(e) For purposes of this Section 16, the term Prescribed Period shall mean the number of days, not in excess of 60 days, that Independent Counsel advises the Lessor and the Lessee in good faith, within seven days after receiving a request for an opinion, that it will require to enable it either to render such opinion or to advise that it cannot render such an opinion; provided, however, that if Independent Counsel fails to advise the Lessor and the Lessee within such seven day period or advise that it will require more than 60 days, then the Lessor, the Lessee and Independent Counsel shall in good faith agree to a period of not in excess of 120 days to serve as the Prescribed Period.

(f) In the event and to the extent that, with respect to any taxable year of the Trustor beginning prior to the return thereof to the Lessor, the cost of any improvement or addition (a Capital Expenditure) to any Item of Leased Equipment made by the Lessee under and pursuant to the terms of this Lease or otherwise, is required to be included in the gross income of the Trustor for federal income tax purposes at any time, then the Lessee shall pay to the Lessor on the Rent Payment Date next following 30 days after the date on which the Lessee is notified by the Lessor that such cost is required to be included in the Trustor's gross income, an amount which, after deduction of all taxes required to be paid by the Trustor in respect of the receipt thereof under the laws of any federal, state or local government or taxing authority of the United States or under the laws of any taxing authority or governmental subdivision of a foreign country, shall cause the Trustor's net after-tax return that would have been available to the Trustor if the cost of such Capital Expenditure had not been includible in the Trustor's gross income. The Lessee agrees that, within 30 days after the close of any calendar year (or in the event the Lessor gives the Lessee written notice that the Trustor's taxable year closes on a date specified therein other than December 31, within 30 days after said date) in which the Lessee has made any Capital Expenditures, the Lessee will give written notice thereof to the Lessor describing such Capital Expenditures in reasonable detail and specifying the cost thereof.

(g) For purposes of this Section 16, the term "Trustor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which the Trustor is a member if consolidated returns are filed for such affiliated group for federal income tax purposes.

(h) All of the Trustor's rights and privileges arising from the indemnities contained in this Section 16 shall survive the expiration or other termination of this Lease with respect to any or all Items of Leased Equipment and such indemnities are expressly made for the benefit of and shall be enforceable by the Trustor, its successors and assigns.

SECTION 17. Lease Extension.

(a) Subject to the other terms and conditions of this Section 16 and provided that this Lease has not been terminated and provided that no Event of Default has occurred and is continuing hereunder, the Lessee shall have the option to extend the term of this Lease with respect to all, but not any part of the Equipment for such Lease Extension Periods as are provided for in Exhibit C hereto for a rental equal to the Fair Market Rental Value thereof determined as of the end of such term.

(b) Not less than 180 days prior to the end of the term of this Lease, or any extension hereof, with respect to the Equipment the Lessee may indicate, by written notice to the Lessor, the Lessee's interest in exercising the Lessee's lease extension option described above, which notice shall set forth the Lessee's estimate of the Fair Market Rental Value of such Items as of the end of such term. If, on or before a date 160 days prior to such Expiration Date, the Lessor and the Lessee are unable to agree upon a determination of the Fair Market Rental Value of such Items, then the Fair Market Rental Value shall

be determined by Appraisal. Said appraisal shall be complete on or before 100 days prior to such Expiration Date. When a determination of Fair Market Value has been made in accordance with the procedure described above, the Lessee may exercise its option to extend the term of this Lease with respect to said Items for the Fair Market Rental Value thereof by delivering written notice of such exercise to the Lessor not less than 90 days prior to the expiration of the term of this Lease with respect to such Group.

(c) Fair Market Rental Value shall be determined on the basis of and shall mean the aggregate amount which would be obtainable in an arm's-length transaction between an informed and willing lessee (other than (i) a lessee currently in possession or (ii) a used equipment dealer) and an informed and willing lessor under no compulsion to lease, and in such determination, (x) the cost of removal from the location of current use shall not be a deduction from such value, and (y) all alternative uses in the hands of such lessee, including, without limitation, further leasing shall be taken into account.

SECTION 18. Events of Default.

The term Event of Default, wherever used herein, shall mean any of the following events under the Lease (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) The Lessee shall fail to make any payment of Rent within 5 days after the same shall become due; the Lessee shall have the right to cure a default as described in this paragraph (a) if within 1 business day after receipt of notice of default Lessee delivers the payment of Rent in default, this right to cure shall be limited to 10 nonconsecutive defaults caused by clerical oversights on the part of the Lessee, or

(b) The Lessee shall fail to perform or observe any other covenant, condition, or agreement to be performed or observed by it under this Lease, or any agreement, document or certificate delivered by the Lessee in connection herewith or therewith, and such failure shall continue for 20 days after written notice thereof from the Lessor to the Lessee; provided, however, that it shall not be an Event of Default hereunder if (i) the Lessee shall, at the end of each 20-day period, have properly commenced, and is diligently proceeding to perform or observe such covenant, condition or agreement, (ii) in the reasonable opinion of the Lessor the Lessee continues to proceed diligently and (iii) such covenant, condition or agreement is performed or observed within an additional 20 days; or

(c) Any representation or warranty made by the Lessee in this Lease or the Participation Agreement or in any document or certificate furnished to the Lessor in connection herewith or therewith shall prove to have been incorrect in any material respect when any such representation or warranty was made or given; or

(d) A petition in bankruptcy shall be filed by the Lessee, or the Lessee shall make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver; or a trustee or a receiver shall be appointed for the Lessee, for any Item of Leased Equipment or for a substantial part of its property without its consent and shall not be dismissed within a period of 60 days; or bankruptcy, reorganization or insolvency proceedings shall be instituted against the Lessee and shall not be dismissed for a period of 60 days; or

(e) The Lessee shall be in default under any material obligation for the payment of borrowed money under any obligation, or for the payment of any rent (excluding the Rent under this Lease, nonpayment of which is an Event of Default, pursuant to Section 18(a) above), and the applicable grace period with respect thereto shall have expired and the obligations shall not be contested in good faith, provided however, that during the course of such a contest the Lessee's business shall not be materially adversely affected; or

(f) The Lessee shall attempt to remove, sell, transfer, encumber, part with possession of, assign or sublet (except as expressly permitted by the provisions of this Lease) any Item of Leased Equipment.

SECTION 19. Remedies.

(a) Upon the occurrence of any Event of Default the Lessor may, at its option, declare this Lease to be in default by written notice to such effect given to the Lessee, and at any time thereafter, the Lessor may exercise one or more of the following remedies, as the Lessor in its sole discretion shall lawfully elect:

(1) Proceed by appropriate court action, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof;

(2) By notice in writing terminate this Lease, whereupon all rights of the Lessee to the use of the Leased Equipment shall absolutely cease and terminate but the Lessee shall remain liable as hereinafter provided; and thereupon the Lessee, if so requested by the Lessor, shall at its expense promptly return the Leased Equipment to the possession of the Lessor at such place as the Lessor shall designate and in the condition required upon the return thereof pursuant to and in accordance with the terms hereof, or the Lessor, at its option, may enter upon the premises where the Leased Equipment is located and take immediate possession of and remove the same by summary proceedings or otherwise, without liability. The Lessee shall, without further demand, forthwith pay to the Lessor an amount equal to any unpaid Rent due and payable for all periods up to the Basic Rent Date following the date on which the Lessor has declared this Lease to be in default, plus, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the Casualty Value of the Leased Equipment then subject to this Lease, computed as of the Basic Rent Date following the date on which the Lessor had declared this Lease to be in default. Following the return of the Leased Equipment to the Lessor pursuant to this paragraph (2), the Lessor shall proceed to sell the Leased Equipment in such manner as it shall deem appropriate. The proceeds of such sale shall be applied by the Lessor (A) first, to all costs, charges

and expenses, including reasonable legal fees and disbursements, incurred by the Lessor as a result of the default and the exercise of its remedies with respect thereto, and (B) second, to reimburse the Lessee for the Casualty Value to the extent previously paid by the Lessee as liquidated damages. Any surplus remaining thereafter shall be retained by the Lessor. To the extent that the Casualty Value has not been previously paid, the Lessee shall forthwith pay to the Lessor the sum of (i) the amount by which (X) the sum of (a) the Casualty Value thereof, and (b) the amount payable under clause (A) of the preceding sentence, exceeds (Y) the sale price of the Leased Equipment, and (ii) interest at the Overdue Rate on the full amount of the Casualty Value, computed from the date the Casualty Value is payable hereunder until such Casualty Value is paid by the Lessee.

(b) The Lessee shall be liable for all costs, charges and expenses, including reasonable legal fees and disbursements, incurred by the Lessor by reason of the occurrence of any Event of Default or the exercise of the Lessor's remedies with respect thereto.

(c) No remedy referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to the Lessor at law or in equity. No express or implied waiver by the Lessor of any default or Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent default or Event of Default. The failure or delay of the Lessor in exercising any rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies and any single or partial exercise of any particular right by the Lessor shall not exhaust the same or constitute a waiver of any other right provided herein.

(d) If the Lessee shall fail to make any payment or perform any act required by this Lease, the Lessor may, but shall not be obligated to, make such payment or perform such act for the account of and at the expense of the Lessee, without notice to or demand upon the Lessee and without waiving or releasing any obligation or default; provided, however, that no such payment or action by the Lessor shall constitute or be deemed a waiver of an Event of Default. The Lessee hereby agrees to indemnify the Lessor and hold the Lessor harmless from and against all losses and expenses (including, but not limited to, reasonable attorney's fees) suffered or incurred by the Lessor by reason of any acts performed by it pursuant to this Section 19 (d), except with respect to such acts as shall constitute the willful misconduct or gross negligence of the Lessor; and the Lessee shall pay to the Lessor, upon demand, all sums expended, or losses and expenses suffered or incurred, by the Lessor pursuant to this Section 19 (d), plus interest thereon, at the Overdue Rate, to the extent permitted by applicable law from the date on which such sums are expended, or losses and expenses suffered or incurred, by the Lessor to the date on which the Lessee reimburses the Lessor therefor.

SECTION 20. Right to Cure.

Lessor shall, at its sole option, have the right to cure any Lessee's defaults and Lessee shall be liable for any cost or expenses the Lessor

may suffer as a result of the exercise of its right to cure and to pay such costs and expenses to the Lessor as supplemental rent.

SECTION 21. Right of First Refusal.

(a) Provided that this Lease has not been terminated by the Lessee and provided that no Event of Default has occurred and is continuing hereunder, the Lessor agrees that, at the expiration of this Lease or any extension thereof and for 120 days following the expiration of the term of this Lease or any extension thereof with respect to any Item of Leased Equipment, it will not re-lease or sell such Item of Leased Equipment unless the Lessor shall have given the Lessee at least 15 Business Days' prior written notice of such lease or sale, and the Lessee shall have the opportunity during said period to lease or purchase such Item of Leased Equipment at the same rental or price and on the same terms as specified in such notice.

(b) In the event the Lessee exercises such right of first refusal to purchase any Item of Leased Equipment, then, upon payment of the purchase price, the Lessor shall, upon request of the Lessee, execute and deliver to the Lessee, or to the Lessee's assignee or nominee, a bill of sale (without representations or warranties except that such Item of Leased Equipment is free and clear of all claims, liens, security interests and other encumbrances by or in favor of any person claiming by, through or under the Lessor) for such Item of Leased Equipment, and such other documents as may be required to release such Item of Leased Equipment from the terms and scope of this Lease and to transfer title thereto to the Lessee or such assignee or nominee, in such form as may reasonable be requested by the Lessee, all at the Lessee's expense.

SECTION 22. Filing.

Prior to the delivery and acceptance of the first Item of Equipment, the Lessee will, at its sole expense cause this Lease and the documents necessary to perfect title in the Lessor or to perfect any lien or security interest the Lessor may grant thereon to be duly filed, recorded or deposited with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and in such public offices and within or without the United States as the Lessor or its assignee may reasonably request and will furnish the Lessor and its assignee proof thereof prior to the acceptance of the Equipment. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, re-register or re-record whenever required) any and all further instruments required by law or reasonably requested by the Lessor or its assignee, for the purpose of protecting the Lessor's title to, or its assignee's security interest in, any Item of Equipment to the satisfaction of the Lessor's or the assignee's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to the Lessor and the assignee prior to acceptance of the Equipment proof of such filings and an opinion of the Lessee's counsel that such action has been properly taken. The Lessee will pay all costs, charges and expenses incident to any such filing, refiling, recording and re-recording or depositing and redepositing of any such instruments or incident to the taking of such action.

SECTION 23. Notices.

All communications and notices provided for herein shall be in writing and shall become effective when deposited in the United States mail, with proper postage for first-class mail prepaid, addressed (a) if to the Lessor, at P.O. Box 30007, Salt Lake City, Utah 84125, Attention: Trust Division, Corporate Trust Department (with copies to Dial Leasing Corporation of Iowa, 207 9th, Des Moines, Iowa, 50307, Attention Mike J. Keller), and (b) if to the Lessee, at its address set forth on the signature page hereof.

SECTION 24. Assignments by Lessor.

This Lease and all rent and other sums due and to become due hereunder may be assigned in whole or in part by the Lessor without the consent of the Lessee. The rent and other sums payable by the Lessee which are the subject matter of the assignment shall upon Lessor's direction be paid to or upon the written order of the assignee. Without limiting the foregoing, the Lessee further acknowledges and agrees that (i) the rights of any such assignee in and to the sums payable by the Lessee under any provision of this Lease shall not be subject to any abatement whatsoever and shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever whether by reason of failure of or defect in the Lessor's title, or any interruption from whatsoever cause in the use, operation or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof, or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of such assignee, the Lessee shall be unconditionally and absolutely obligated to pay such assignee all of the rents and other sums which are the subject matter of the assignment, (ii) said assignee shall, if an Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, shall have occurred and be continuing, have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of the Lessor for the use and benefit of said assignee) which by the terms of this Lease are permitted or provided to be exercised by the Lessor (except those rights, privileges and remedies relating to amounts payable to the Lessor or the Trustor pursuant to the indemnities made by the Lessee to Lessor made herein which shall remain enforceable by the Lessor and/or the Trustor, as the case may be), but if no Event of Default or event which the lapse of time or giving of notice, or both, would constitute an Event of Default, shall have occurred and be continuing, said assignee, the Lessor and the Trustor may each exercise their respective rights, privileges and remedies stated in this Lease to be provided for their respective benefits, and (iii) all obligations of the Lessor to the Lessee under this Lease shall be and remain enforceable by the Lessee against, and only against, the Lessor.

It is understood and agreed that the right, title and interest of any such assignee in, to and under this Lease and the rents and other sums due and to become due hereunder shall be the express terms granting and conveying the same be subject to the interest of the Lessee in and to the Equipment.

SECTION 25. Amendments and Miscellaneous.

(a) The terms of this Lease shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; provided that no such waiver, alteration, modification, amendment or supplement shall make any change, and no termination shall be made, without the consent of the Assignee of the Lessor.

(b) This Lease, including all agreements, covenants, representations and warranties, shall be binding upon and inure to the benefit of (i) the Lessor and its successors, assigns, agents, servants and personal representatives and, where the context so requires, (A) each Beneficiary, as defined in the Participation Agreement, and (B) the Lender, as defined in the Participation Agreement, as assignee and secured party, and the successors, assigns, agents, servants and personal representatives of each Beneficiary and the Trustee as assignee and secured party, and (ii) the Lessee and its successors and, to the extent permitted hereby, assigns. With respect to the provisions of Sections 6, 8, 14 and 16 hereof, each Beneficiary, the Owner Trustee, as defined in the Participation Agreement (both in its individual and fiduciary capacities) the Lender, as assignee and secured party, any holder of obligations of the Lessor issued in connection with this Lease, and the successors, assigns, agents, servants and personal representatives of the foregoing shall each be indemnified thereunder and, with respect to clause (2) of the provision to Section 14 hereof, the willful misconduct or gross negligence of any one such person shall not affect the rights of any other such person under such Section 14. Nothing in this paragraph (b) shall be construed to constitute a guaranty of any obligations under the Note(s).

(c) All agreements, indemnities, covenants, representations and warranties contained in this Lease or in any document or certificate delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

(d) Any provision of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(e) This Lease shall constitute an agreement of lease and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Leased Equipment, except as lessee only.

(f) The single executed original of this Lease marked "Original" shall be the "Original" and all other counterparts hereof shall be marked and be "Duplicates." To the extent that this Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lease may be created through the transfer or possession of any counterpart other than the "Original."

(g) This Lease shall be construed in accordance with, and shall be governed by, the laws of the State of Iowa.

(h) Section headings are for convenience only and shall not be construed as part of this Lease.

(i) Although this Lease is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth opposite the signatures hereto, and this Lease shall be effective on the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease to be duly executed by their respective officers thereunto duly authorized.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master Trust
Agreement dated as of November 15, 1979
between it and Dial Leasing Corporation
of Iowa

as Lessor

By

Authorized Officer

Date

SOUTH SIOUX GRAIN COMPANY

as Lessee

By

Sam McMaster
President

Date

Address: 425 West Highway 20
South Sioux City, Nebraska 68776

Attention: Sam McMaster
President

The undersigned hereby certifies that the person executing this Lease on behalf of the Lessee holds the indicated office, was duly elected thereto and at all relevant times has been a duly qualified and acting officer of the Lessee.

Secretary

Date

DESCRIPTION OF EQUIPMENT

<u>Groups of Equipment (a)</u>	<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Description (c)</u>	<u>Estimated Lessor's Cost (Per Item)</u>
1	15	Trinity Industries Inc.	New 4750 Cubic Foot, 3 compart- ment, covered Railroad Hopper Cars with trough hatches and Gravity unloading gates, mounted on 100 ton trucks with roller bearings. Serial numbers to be furnished upon delivery and shall be designated on the Certificate of Acceptance.	\$47,250

(a) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Investment Commitment be exceeded without the express approval of the Lessor.

(b) Upon the prior written consent of the Lessor, which consent shall not be unreasonably withheld; additional equipment not specifically described above may be included as Equipment for the purposes hereof; provided, however, that in no event shall the Maximum Investment Commitment be exceeded without the express approval of Lessor; and provided, further, that no such additional equipment shall be or become an Item of Leased Equipment unless and until the Lessee shall have taken or caused to be taken all such action as may be required under and pursuant to the Indenture to perfect, protect and preserve the security interest granted by the Lessor under and pursuant to the Indenture.

CERTIFICATE OF ACCEPTANCE NO. ____

under

Equipment Lease dated as of February 1, 1980 (the Lease) between FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of November 15, 1979 between it and Dial Leasing Corporation of Iowa, as lessor (the Lessor) and South Soo Grain Company, as Lessee (the Lessee).

1. Items of Equipment

The Lessee hereby certifies that the Items of Equipment set forth and described in Schedule 1 hereto (which Schedule includes the amount of the Lessor's Cost of each such Item), constituting Items of Equipment of the Group of Equipment indicated below, have been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and accepted as Items of Leased Equipment under the Lease, all on the date indicated below:

Group of Equipment: Group 1

Jurisdiction in Which Such
Items are Accepted:

Date of Acceptance:

2. Representations by the Lessee

The Lessee hereby represents and warrants to the Lessor, Trustor, and their assignees, if any, that on the Date of Acceptance:

(1) the representations and warranties of the Lessee set forth herein are true and correct in all material respects on and as of such date as though made on and as of such date;

(2) the Lessee has satisfied or complied with all requirements set forth in this Lease to be satisfied or complied with on or prior to such date;

(3) no Event of Default under the Lease or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default has occurred and is continuing;

(4) the Lessee has obtained, and there are in full force and effect, such insurance policies with respect to each Item of Leased Equipment described in the attached work order(s) as are required to be obtained under the terms of the Lease;

(5) with respect to each such Item which is registerable under, or for which a Certificate of Title is required by, the applicable laws of any jurisdiction, application for a certificate of title showing the Lessor as owner and the Lender as first lien-holder of such Item has been filed with the appropriate governmental agency in the jurisdiction in which such Item was accepted and such Item has been duly registered with such agency; and

(6) with respect to each such Item which is registerable under, or for which a Certificate of Title is required by, the applicable laws of any jurisdiction, the Lessee has complied with all requirements of such agency, including the payment of requisite fees, in connection with the application for the certificate of title for, and registration of, such Item; and

(7) the Items of Equipment have not been used by Lessee prior to such date.

as Lessee

Dated: _____

By _____

Accepted on the Date of Acceptance set
forth in paragraph 1 above on behalf of
the Lessor: FIRST SECURITY BANK OF UTAH,
N.A., not in its individual capacity,
but solely as trustee under a Master
Trust Agreement dated as of November 15,
1979 between it and Dial Leasing Corporation
of Iowa
as Lessor

By _____
Authorized Representative

SCHEDULE 1 TO
CERTIFICATE OF ACCEPTANCE NO. _____

Description of Equipment and Lessor's Cost

<u>Quantity</u>	<u>Manufacturer or Seller</u>	<u>Description</u>	<u>Identification or Serial Number</u>	<u>New or Used</u>	<u>Lessor's Cost</u>
-----------------	---------------------------------------	--------------------	--	------------------------	--------------------------

Total Lessor's Cost \$ _____

UCC-Filing

Debtor: First Security Bank of Utah, N.A.,
not in its individual capacity, but
solely as Owner Trustee

Secured Party: Central Life Assurance Company

EXHIBIT C

Group 1 Equipment
(15-year Basic Lease Term)

Date of Lease: February 1, 1980

Trustor: Dial Leasing Corporation of Iowa
207 9th Street
Des Moines, IA 50307
Attention: Mike J. Keller

Daily Lease Rate Factor: \$14.60

Cut-Off Date: April 1, 1980

Rent Commencement Date: The date of acceptance set forth in the
Certificate of Acceptance executed with
respect thereto.

Basic Rent Dates: March 1, 1980, and on the same day
of each month thereafter through
February 1, 1995, totaling Basic
Rent payments.

Expiration Date: March 1, 1995

First Delivery Date: February 25, 1980

Final Delivery Date: March 1, 1980

Interim Rent Date: March 1, 1980

First Basic Rent Date:

Last Basic Rent Date:

First Termination Date:

Basic Lease Rate Factor:

\$430.00

Overdue Rate:

12% per annum

Lease Extension Periods:

Two one year periods.

Equipment Marking:

Owned by and Leased from First Security Bank of Utah, N.A. as Owner Trustee for Dial Leasing Corporation pursuant to a Trust Agreement dated November 15, 1979 and subject to a Security Interest of Central Life Assurance Company.

Return of Equipment:

The Lessee shall, at its own expense, deliver each Item of Leased Equipment to the Lessor at any single location the Lessor shall direct provided said location is within the United States and is west of the Mississippi River.

Investment Credit:

10%

Depreciable Life:

A 12-year depreciable life pursuant to section 167(m) of the Code for an asset described in Asset Guideline Class No. 00.25

Depreciation Method:

Double-declining balance method and switching to the sum-of-the-years digits method without the prior consent of the Commissioner of Internal Revenue utilizing either the "modified half-year" or "half-year" convention pursuant to Reg. section 1.67(a)-11(c)-(2) and taking into account the Salvage Value of the Leased Equipment.

Salvage Value:

An amount equal to 10% of the Lessor's Cost of the Leased Equipment, which amount will be reduced by 10% of the Lessor's Cost as provided in section 167(f) of the Code

Maximum Investment Commitment:

\$744,187.50

EXHIBIT D

Group 1 Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (b)(c)</u>	<u>Penalty Value (b)(c)</u>
1	89.3199		
2	90.3587		
3	90.6511		
4	90.9451		
5	91.1710		
6	91.3979		
7	91.6259		
8	91.7851		
9	91.9448		
10	92.1049		
11	92.1956		
12	92.2863		
13	92.3768		
14	92.4672		
15	92.5352		
16	92.6029		
17	92.6480		
18	92.6926		
19	92.7367		
20	92.7580		
21	92.7785		
22	92.7982		
23	92.7950		
24	92.7908		
25	92.7856		
26	92.7794		
27	92.7545		
28	92.7283		
29	92.6831		
30	92.6366		
31	92.5887		
32	92.5216		
33	92.4530		
34	92.3828		
35	92.2932		
36	92.2018		

EXHIBIT D

Group 1 Equipment

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (b)(c)</u>	<u>Penalty Value (b)(c)</u>
37	92.1087		
38	92.0138		
39	91.9023		
40	91.7889		
41	91.6588		
42	91.5265		
43	91.3921		
44	91.2408		
45	91.0871		
46	90.9312		
47	90.7581		
48	90.5825		
49	90.4044		
50	90.2236		
51	90.0288		
52	89.8312		
53	89.6193		
54	89.4045		
55	89.1868		
56	88.9546		
57	88.7193		
58	88.4810		
59	88.2279		
60	87.9716		
61	87.7120		
62	87.4491		
63	87.1745		
64	86.8965		
65	86.6067		
66	86.3132		
67	86.0161		
68	85.7071		
69	85.3943		
70	85.0777		
71	84.7489		
72	84.4161		
73	84.0793		
74	83.7385		
75	83.3887		
76	83.0347		
77	82.6716		

EXHIBIT D

Group 1 Equipment

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (b)(c)</u>	<u>Penalty Value (b)(c)</u>
78	82.3042		
79	81.9325		
80	81.5515		
81	81.1660		
82	80.7760		
83	80.3766		
84	79.9724		
85	79.5637		
86	79.1501		
87	78.7304		
88	78.3059		
89	77.8751		
90	77.4393		
91	76.9986		
92	76.5514		
93	76.0991		
94	75.6416		
95	75.1776		
96	74.7083		
97	74.2336		
98	73.7536		
99	73.2704		
100	72.7817		
101	72.2898		
102	71.7924		
103	71.2893		
104	70.7829		
105	70.2707		
106	69.7528		
107	69.2314		
108	68.7043		
109	68.1709		
110	67.6313		
111	67.0913		
112	66.5451		
113	65.9985		
114	65.4454		
115	64.8859		
116	64.3259		
117	63.7593		
118	63.1861		

EXHIBIT D
Group 1 Equipment

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (b)(c)</u>	<u>Penalty Value (b)(c)</u>
119	62.6122		
120	62.0320		
121	61.4444	56.4444	1.38756
122	60.8496	55.8496	1.36505
123	60.2571	55.2571	1.34230
124	59.6573	54.6573	1.31933
125	59.0598	54.0598	1.29612
126	58.4549	53.4549	1.27268
127	57.8425	52.8425	1.24900
128	57.2323	52.2323	1.22508
129	56.6146	51.6146	1.20093
130	55.9892	50.9892	1.17652
131	55.3659	50.3659	1.15188
132	54.7351	49.7351	1.13068
133	54.0961	49.0961	.88742
134	53.4488	48.4488	.87012
135	52.8065	47.8065	.85265
136	52.1559	47.1559	.83499
137	51.5103	46.5103	.81716
138	50.8563	45.8563	.79915
139	50.1938	45.1938	.78096
140	49.5363	44.5363	.76259
141	48.8702	43.8702	.74403
142	48.1955	43.1955	.72528
143	47.5256	42.5256	.70634
144	46.8473	41.8473	.69013
145	46.1597	41.1597	.60532
146	45.4628	40.4628	.49291
147	44.7737	39.7737	.48038
148	44.0752	39.0752	.46773
149	43.3845	38.3845	.45495
150	42.6844	37.6844	.44203
151	41.9748	36.9748	.42899
152	41.2729	36.2729	.41581
153	40.5615	35.5615	.40251
154	39.8405	34.8405	.38906
155	39.1270	34.1270	.37548
156	38.4041	33.4041	.36324
157	37.6711	32.6711	.23391
158	36.9281	31.9281	.22558
159	36.1944	31.1944	.21716

EXHIBIT D
Group 1 Equipment

<u>Rent</u>	<u>Payment</u>	<u>Number</u>	<u>Casualty Value</u>	<u>(a)(b)</u>	<u>Termination</u> <u>Value(b)(c)</u>	<u>Penalty</u> <u>Value(b)(c)</u>
	160		35.4507		30.4507	.20866
	161		34.7163		29.7163	.20008
	162		33.9718		28.9718	.19141
	163		33.2170		28.2170	.18265
	164		32.4716		27.4716	.17380
	165		31.7159		26.7159	.16486
	166		30.9498		25.9498	.15584
	167		30.1929		25.1929	.14672
	168		29.4256		24.4256	.13803
	169		28.6478		23.6478	.06463
	170		27.8591		22.8591	.06020
	171		27.0806		22.0806	.05572
	172		26.2913		21.2913	.05120
	173		25.5121		20.5121	.04664
	174		24.7220		19.7220	.04203
	175		23.9211		18.9211	.03737
	176		23.1302		18.1302	.03266
	177		22.3283		17.3283	.02791
	178		21.5154		16.5154	.02311
	179		20.7124		15.7124	.01826
	180		20.0000		14.8968	.00917

(a) Casualty Values are expressed as a percentage of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where a Casualty Value shall be payable with respect to an Event of Loss occurring before the third, fifth or seventh anniversary of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of this Lease, Casualty Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percent of Lessor's Cost To be Added to the Foregoing Percentage</u>
Third	19.6079%
Fifth	13.0719%
Seventh	6.5360%

(b) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 16 of the Lease, Casualty Values, Termination Values and Penalty Values will be adjusted accordingly.

(c) Termination Values are expressed as a percentage of Lessor's Cost and do not include the Penalty Value. The Penalty Value is expressed as a percentage of Lessor's Cost and are not added to the Termination Value but are in addition to the Termination Value and are not to be considered part of any excess costs of the Termination Value as set forth in Section 12 hereof.

CERTIFICATION

STATE OF NEBRASKA)
County of Dakota) ss:

On this 21 day of February, 1980, before me personally appeared S. A. McMaster, whose signature appears below, to me personally known, who being by me duly sworn, says that he is the President of South Soo Grain Company, and certified to me that the attached copy is a true and correct copy of the Equipment Lease dated February 1, 1980 between South Soo Grain Company and First Security Bank of Utah, N.A., that said instrument was signed on behalf of the South Soo Grain Company by authority of its Board of Directors, and he further acknowledged that the execution of the foregoing instrument was the free act and deed of the South Soo Grain Company.

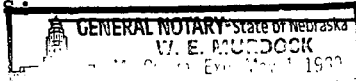
S. A. McMaster

South Soo Grain Company

Dated: Feb 21, 1980

Notary: W. E. Murdock

My Commission Expires:



DUPLICATE

EQUIPMENT LEASE

Dated as of February 1, 1980

Between

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as trustee under a
Master Trust Agreement dated as of
November 15, 1979 between it and
Dial Leasing Corporation of Iowa
as Lessor

and

South Soo Grain Company
as Lessee

Table of Contents

<u>Section</u>	<u>Subject</u>	<u>Page</u>
Section 1	Definitions; Construction of References	1
Section 2	Lease of Equipment	3
Section 3	Term and Rent	4
Section 4	Net Lease	5
Section 5	Return of Equipment	5
Section 6	Warranties of the Lessor	6
Section 7	Liens	7
Section 8	Taxes	7
Section 9	Use, Maintenance and Operation; Identifying Marks	8
Section 10	Inspection	9
Section 11	Loss or Destruction; Requisition of Use	9
Section 12	Termination	11
Section 13	Insurance	12
Section 14	Indemnification	12
Section 15	Sublease	13
Section 16	Tax Indemnification	13
Section 17	Lease Extension	17
Section 18	Events of Default	18
Section 19	Remedies	19
Section 20	Right to Cure	20
Section 21	Right of First Refusal	21
Section 22	Filing	21
Section 23	Notices	22
Section 24	Assignments by Lessor	22
Section 25	Amendments and Miscellaneous	23

Exhibit

Subject

Exhibit A Description of Equipment

Exhibit B Form of Certificate of Acceptance

Exhibit C Specific Terms

Exhibit D Casualty and Termination Values

EQUIPMENT LEASE

THIS EQUIPMENT LEASE, dated as of the date set forth in Exhibit C hereto (the Lease), between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity, but solely as trustee (the Lessor) under a Master Trust Agreement dated as of November 15, 1979 between it and Dial Leasing Corporation of Iowa (Trustor), and South Soo Grain Company (the Lessee).

W I T N E S S E T H :

SECTION 1. Definitions; Construction of References.

In this lease, unless the context otherwise requires:

(a) All references in this instrument to designated Sections and other subdivisions are to designated Sections and other subdivisions of this Lease, and the words herein, hereof and hereunder and other words of similar import refer to this Lease as a whole and not to any particular Section or other subdivision;

(b) The terms defined in this Section 1 or elsewhere in this Lease shall have the meanings assigned to them in this Section 1 or elsewhere and include the plural as well as the singular;

(c) Except as otherwise indicated, all the agreements or instruments hereinafter defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof;

(d) The following terms shall have the following meanings for all purposes of this Lease:

(1) Appraisal shall mean a procedure whereby two independent appraisers, neither of whom shall be a manufacturer of the Item of Leased Equipment for which Appraisal is required, one chosen by the Lessee and one by the Lessor, shall mutually agree upon the amount in question. The Lessor or the Lessee, as the case may be, shall deliver a written notice to the other party appointing its appraiser within 15 days after receipt from the other party of a written notice appointing that party's appraiser. If within 15 days after appointment of the two appraisers as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser, who shall not be a manufacturer of such Item of Leased Equipment, shall be chosen within five days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by an authorized representative of the American Arbitration Association or any organization successor thereto. The decision of the third appraiser so appointed and chosen shall be given within 10 days after the selection of such third appraiser and such decision shall be binding and conclusive on the Lessor and the Lessee.

The Lessor and the Lessee shall pay the fees and expenses of the respective appraisers appointed by them and shall share equally the fees and expenses of the third appraiser, if any.

(2) Basic Rent, Supplemental Rent and Rent shall have the meanings set forth in Section 3 hereof.

(3) Trustor, Daily Lease Rate Factor, Rent Commencement Date, Basic Rent Dates, Expiration Date, First Delivery Date, Final Delivery Date, Interim Rent Date, First Basic Rent Date, Last Basic Rent Date, Basic Lease Rate Factor, Depreciable Life, Depreciation Method, Salvage Value, Investment Credit, Overdue Rate, Lease Extension Periods, Return of Equipment and Equipment Marking shall have the meanings with respect to each Group of Leased Equipment set forth in Exhibit C hereto.

(4) Business Day shall have the meaning set forth in the Participation Agreement.

(5) Casualty Value, Termination Value and Penalty Value, if such terms shall be applicable to this Lease, shall have the meanings with respect to each Group of Leased Equipment set forth in Exhibit D hereto.

(6) Certificate of Acceptance shall mean a certificate of acceptance substantially in the form of Exhibit B hereto.

(7) Closing Date shall mean the date on which the Lessor becomes obligated to pay for the Equipment, which date shall occur on or before the Cut-off Date set forth in Exhibit C hereto.

(8) Equipment, Leased Equipment, and individually an Item or Items of Equipment, shall mean those items of equipment described in Exhibit A hereto which become subject to the terms and conditions of this Lease pursuant to Section 2 hereof.

(9) Fair Market Value of an Item of Leased Equipment shall be determined on the basis of, and shall mean the aggregate amount which would be obtainable in, an arm's-length transaction between an informed and willing buyer or user (other than: (i) a lessee currently in possession, or (ii) a used equipment dealer) and an informed and willing seller under no compulsion to sell or lease, and in such determination costs of removal from the location of current use shall not be a deduction from such value and all alternative uses in the hands of such buyer or user, including without limitation, the further leasing of such Item of Leased Equipment, shall be taken into account in making such determination. If the Lessor and the Lessee are unable to agree upon a determination of Fair Market Value with respect to a particular Item of Leased Equipment, such Fair Market Value shall be determined in accordance with the procedure for Appraisal. Fair Market Value may be determined on the basis of the subsequent rental of the Leased Equipment, rather than the sale of said equipment. Should such a determination be made the "aggregate amount" shall be the Fair Rental Value of said Equipment over the subsequent useful life of said Equipment discounted at the rate of 8% to the date of said determination.

(10) First Termination Date, shall have the meaning with respect to each Group of Leased Equipment set forth in Exhibit C hereto.

(11) Group of Equipment and Lessor's Cost shall have the meanings set forth in the Certificate of Acceptance with respect to each Item of Leased Equipment.

(12) Indenture shall mean the Indenture dated as of February 1, 1980 between Central Life Assurance Company, an Iowa corporation, as Lender, and the Lessor.

(13) Note(s) shall mean those promissory note(s) defined as Notes in the Participation Agreement issued in connection with the purchase of the Leased Equipment.

(14) Participation Agreement shall mean the agreement, dated as of February 1, 1980, among the Lessee, the Lessor/Owner Trustee, the Beneficiary, and the Lender.

(15) Permitted User shall mean (i) the Lessee or any corporation sharing 80% common ownership with the Lessee, (ii) a sublessee, as permitted herein, of the Lessee, (iii) any corporation, organization or other entity that is a "shipper" authorized to load the Equipment pursuant to the rules and regulations of the American Association of Railroads as evidenced by an appropriate OT-5 authority filing, (iv) any railroad company that is using the Equipment to move the Lessee's or a Permitted User's freight or to return the Equipment to the Lessee or a Permitted User pursuant to the rules and regulations of the American Association of Railroads.

As used herein the word shipper means any entity that originates freight traffic on the railroad system and which is prohibited from loading the Equipment east of the Mississippi River and which does not load salt, soda ash, or other corrosive products. It is the intent of the parties that this definition does not permit the Equipment to be used by any party that could, without violating the terms of this Lease or the rules and regulations of the American Association of Railroads, put the Equipment in the general railroad interchange system for uncontrolled use.

(16) Purchase Documents shall mean those documents defined as purchase documents in the Participation Agreement.

(17) Rental Payment Date shall, with respect to a Group of Equipment, mean either the Interim Rent Date or any of the Basic Rent Dates.

(18) Supplement shall mean each supplement to the Indenture creating a Note.

SECTION 2. Lease of Equipment.

Subject to the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee and the Lessee hereby agrees to lease from the Lessor such Items of Equipment as shall be described in one or more Certificates of Acceptance executed and delivered on behalf of the Lessor with respect thereto and as shall have been delivered and accepted on or after the First Delivery Date but on or before the Final Delivery Date (Leased Equipment,

and individually an Item of Leased Equipment). Subject to the provisions of Sections 11 and 12 of the Participation Agreement, upon delivery of each Item of Equipment to the Lessor, the Lessee will cause an authorized representative of the Lessee to inspect the same and, if such Item of Equipment is found to be in good working order and complies with the terms and conforms with the specifications separately provided to the Lessee by the manufacturer, and if Lessee has confirmed with the Lessor the Lessor's receipt of proper Purchase Documents, to accept such Item of Equipment and to execute and deliver a Certificate of Acceptance with respect thereto, whereupon, but also subject to the provisions of Sections 11 and 12 of the Participation Agreement, such Item of Equipment shall be deemed to have been delivered to and accepted by the Lessee and shall be subject to the terms and conditions of this Lease. With respect to each Item of Leased Equipment, all transportation charges payable for the delivery thereof to the Lessee and all installation charges, if any, relating thereto which are not included as part of the Lessor's Cost thereof shall be paid by the Lessee.

SECTION 3. Term and Rent.

(a) The term of this Lease as to each Item of Leased Equipment included in a Group of Equipment shall begin on its date of acceptance, as set forth in the Certificate of Acceptance executed and delivered with respect thereto, and shall end on the Expiration Date with respect to such Group of Equipment, unless this Lease shall have been terminated earlier pursuant to the terms hereof with respect to such Item, or the term of this Lease with respect to such Item of Leased Equipment shall have been extended, by the terms hereof.

(b) The Lessee shall pay to the Lessor as Basic Rent in advance (herein referred to as Basic Rent) for each Item of Leased Equipment subject to this Lease, the following:

(1) on the Interim Rent Date, an amount equal to the Daily Lease Rate Factor, if any, multiplied by the number of Items of Leased equipment leased hereunder, for each day elapsed from and including the Rent Commencement Date with respect to such Item of Leased Equipment to but excluding the Interim Rent Date;

(2) on the First Basic Rent Date, an amount equal to the Basic Lease Rate Factor, multiplied by the number of such Items of Leased Equipment leased hereunder; and

(3) on each Basic Rent Date thereafter to and including the Last Basic Rent Date, an amount equal to the Basic Lease Rate Factor, multiplied by the number of such Items of Leased Equipment leased hereunder.

(c) The Lessee shall pay to the Lessor the following amounts (herein referred to as Supplemental Rent and, together with all Basic Rent, as Rent):

(1) on demand, any amount payable hereunder (other than Basic Rent, Casualty Value, Termination Value and Penalty Value if any) which the Lessee assumes the obligation to pay, or agrees to pay, under this Lease to the Lessor or others;

(2) on the date provided herein, any amount payable hereunder as Casualty Value, Termination Value or Penalty Value if any; and

(3) to the extent permitted by applicable law, interest (computed on the basis of a 360-day year of twelve 30-day months) at the Overdue Rate on any payment of Basic Rent, Casualty Value, Termination Value or Penalty Value if any, not paid when due for any period for which the same shall be overdue and on any payment of Supplemental Rent (including, without limitation, interest payable under this clause (3), but excluding payments of Casualty Value, Termination Value or Penalty Value if any) not paid when demanded hereunder for the period from the date of such demand until the date on which the same shall be paid.

(d) All payments of Rent hereunder shall be made so that the Lessor shall have immediately available funds on the date payable hereunder, and shall be paid to the Lessor at its address set forth herein or at such other address as the Lessor may direct by notice in writing to the Lessee.

SECTION 4. Net Lease.

This Lease is a net lease and the Lessee acknowledges and agrees that the Lessee's obligation to pay all Rent hereunder, and the rights of the Lessor in and to such Rent, shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment (Abatements) for any reason whatsoever, including, without limitation, Abatements due to any present or future claims of the Lessee against the Lessor under this Lease or otherwise, or against the manufacturer or seller of any Item of Leased Equipment; provided, however, that nothing in this Lease shall prohibit or restrict the Lessee from pursuing in a separate action whatever rights and remedies the Lessee may have from time to time against the Lessor or any other party. Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall the respective obligations of the Lessor or the Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, the Leased Equipment or any Item thereof from whatsoever cause, or the interference with the use thereof by any private person, corporation or governmental authority, or the invalidity or unenforceability or lack of due authorization of this Lease or lack of right, power or authority of the Lessor to enter into this Lease, or for any other cause, whether similar or dissimilar to the foregoing, any present or future law or regulation to the contrary notwithstanding, it being the express intention of the Lessor and the Lessee that all Rent payable by the Lessee hereunder shall be, and continue to be, payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

SECTION 5. Return of Equipment.

(a) Upon the expiration or termination of this Lease with respect to a Group of Equipment, or, with respect to those Items of Leased Equipment in such Group which are not registerable under, or for which a Certificate of Title is not required by, the applicable laws of any jurisdiction not later than 30 days after such expiration or termination, the Lessee, at its own expense, will return the Items of Leased Equipment then subject to this Lease which are included in such Group of Equipment to the Lessor pursuant to the instructions set forth under the heading Return of Equipment in Exhibit C to this Lease and in the condition in which such Leased Equipment is required to be maintained

pursuant to Section 9 hereof. Such Leased Equipment, upon redelivery pursuant hereto, shall be free and clear of all mortgages, liens, security interest, charges, encumbrances and claims (Liens), other than Liens either (1) resulting from voluntary action by the Lessor without the prior approval of the Lessee and not taken as the result of any default by the Lessee, or (2) resulting from claims against the Lessor not related to the Lessor's ownership of the Leased Equipment (Liens described in clauses (1) and (2) above being herein referred to as Lessor's Liens).

(b) For each day elapsed between the date of the expiration or termination of this Lease with respect to any Item of Leased Equipment and the date of the return of such Item in accordance with the preceding paragraph (a), the Lessee agrees to pay the Lessor (i), if such Item is returned after expiration of the original term of this Lease, an amount equal to the Daily Lease Rate Factor multiplied by the Lessor's Cost of such Item, or (ii), if such Item is returned after expiration of the term of this Lease as extended in accordance with Section 17 hereof, an amount equal to the daily equivalent of the lease rate factor (determined as provided in Section 17 hereof) multiplied by the Lessor's Cost of such Item.

(c) In addition to the amounts due pursuant to the preceding paragraph (b), if the Lessee has not returned the Equipment within 50 days of the expiration of the original or extended term of this Lease, Lessee shall pay the Lessor \$20 per day per car as liquidated damages for the wrongful holdover of any car (cars) for each day beyond said 50 days, except that Lessee shall not be liable for such damages if the holdover is caused by an act of God or a labor strike.

SECTION 6. Warranties of the Lessor.

(a) The Lessor, assuming compliance by Lessee with the terms of this Lease and Lessor's receipt of proper Purchase Documents as provided for in the Participation Agreement, covenants and agrees that (i) as of the commencement of the term hereof it will have title to each Item of Leased Equipment, and (ii) during the term of this Lease, in no Event of Default has occurred and the Lessor has not declared this Lease to be in default, the Lessee's use of the Leased Equipment shall not be interrupted by the Lessor or anyone claiming through or under the Lessor.

(b) The warranties set forth in paragraph (a) of this Section are in lieu of all other warranties of the Lessor, whether written, oral or implied with respect to this Lease or the Leased Equipment; and the Lessor shall not be deemed to have modified in any respect the obligations of the Lessee pursuant to Section 4 hereof, which obligations are absolute and unconditional. Upon Lessee's acceptance of the Equipment, AS BETWEEN LESSOR AND LESSEE, LESSEE EXPRESSLY AGREES TO LEASE EACH ITEM OF EQUIPMENT "AS IS". LESSOR HEREBY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE LEASED EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE LEASED EQUIPMENT OR CONFORMITY OF THE LEASED EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO, NOR SHALL THE LESSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING NEGLIGENCE AND STRICT LIABILITY IN TORT), but the Lessor authorizes the Lessee, at the Lessee's expense, to assert for the Lessor's account, during the term of this Lease, so long as no

Event of Default shall have occurred hereunder and be continuing, all of the Lessor's rights under any applicable manufacturer's or seller's warranty and the Lessor agrees to cooperate with the Lessee in asserting such rights; provided, however that the Lessee shall indemnify and shall hold the Lessor harmless from and against any and all claims, and all costs, expenses, damages, losses and liabilities incurred or suffered by the Lessor in connection therewith, as a result of, or incidental to, any action by the Lessee pursuant to the above authorization. Any amount received by the Lessee as payment under any such warranty shall be applied to restore the Leased Equipment to the condition required by Section 9 hereof or, in the event an Event of Loss shall have occurred, shall be applied to the payment of Casualty Value due with respect to such Event of Loss.

SECTION 7. Liens.

The Lessee will not directly or indirectly create, incur, assume or suffer to exist any lien, mortgage, charge, claim, security interest or other encumbrance (Liens) on or with respect to the Leased Equipment, the Lessor's title thereto or any interest of the Lessor therein (and the Lessee will promptly, at its own expense, take such action as may be necessary duly to discharge any such Lien), except (1) the respective rights of the Lessor and the Lessee as herein provided, (2) Lessor's Liens, (3) Liens for taxes either not yet due or being contested in good faith and by appropriate proceedings, if counsel for the Lessor shall have determined that the nonpayment of any such tax or the contest of any such payment in such proceedings do not, in the opinion of such counsel, adversely affect the title, property, or rights of the Lessor, (4) inchoate materialmen's, mechanics', workmen's, repairmen's, employees' or other like Liens arising in the ordinary course of business of the Lessee and not delinquent and (5) Liens granted by the Lessor to any assignee or security assignee of the Lessor.

SECTION 8. Taxes.

The Lessee agrees to pay when due and to indemnify the Lessor for, and hold the Lessor harmless from and against, all income, franchise, sales, use, personal property, ad valorem, value added, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, or withholdings of any nature, together with any penalties, fines or interests thereon (Impositions), arising out of the transactions contemplated by this Lease and imposed against the Lessor, the Lessee or the Leased Equipment by any federal, state, local or foreign government or taxing authority upon or with respect to the Leased Equipment or upon the sale, purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Lease (excluding, however, taxes on and measured by the net income of the Lessor) unless, and only to the extent that, the Lessee shall have given to the Lessor written notice of any such Imposition, which notice shall state that such Imposition is being contested by the Lessee in good faith and by appropriate proceedings and counsel for the Lessor shall have determined that the nonpayment thereof or the contest thereof in such proceedings does not, in the opinion of such counsel, adversely affect the title, property or rights of the Lessor. If a claim is made against the Lessee or the Lessor for any Imposition, the party receiving notice of such claim shall notify the other within a reasonable time. In case any report or return is required to be made with respect to any obligation of the Lessee under this Section 8 or arising out of this Section 8, the

Lessee will either (after notice to the Lessor) make such report or return in such manner as will show the ownership of the Leased Equipment in the Lessor and send a copy of such report or return to the Lessor, or if the Lessor is required by law to make such report or return, will notify the Lessor of such requirement and prepare such report or return in such manner as shall be satisfactory to the Lessor and forward the same to the Lessor in a timely fashion. The Lessor agrees to cooperate fully with the Lessee in the preparation of any such report or return.

SECTION 9. Use, Maintenance and Operation; Identifying Marks.

(a) The Lessee agrees that the Leased Equipment will be used only by the Permitted Users in compliance with any and all statutes, laws, ordinances and regulations of any applicable governmental agency, and, subject to the provisions of Section 15 hereof, will at all times be used solely within the United States in the conduct of the business of the Permitted Users and be and remain in the possession and control of the Permitted Users. Lessee shall not transport or store any Item of Leased Equipment, or suffer such Item to be transported or stored, in any area excluded from coverage by an insurance policy in effect with respect thereto. Throughout the term of this Lease, and any extensions or holdovers permitted hereunder, the possession, use and maintenance of this Leased Equipment shall be at the sole risk and expense of the Lessee.

(b) The Lessee shall use the Items of Leased Equipment only in the manner for which they were designed and intended and will, at its own cost and expense, repair and maintain the Leased Equipment so as to keep it in as good condition as when delivered to the Lessee hereunder, ordinary wear and tear excepted. At the expiration of this Lease each item of Lease Equipment shall be fit for performing the service of transporting silica sand without risk of contamination of said sand. Lessee shall not use the Items in violation of any law or regulation or of any insurance policy which covers the Items. Lessee shall not use, and shall not allow a Permitted User to use, any Item of Leased Equipment for the storage or transportation of salt, soda ash or any other corrosive product, or any product that will cause the loss of the manufacturer's warranty of the Equipment. Upon the Lessor's request Lessee shall issue a report as to the condition of each Item of Equipment, said report shall be requested by Lessor not more than once per year.

(c) The Lessee will not, without the prior written consent of the Lessor, affix or install any accessory, equipment, or device on any Item of Leased Equipment which will impair the originally intended function or use of such Item. All accessories, equipment and devices furnished, attached or affixed to any Item shall thereupon become the property of the Lessor (except such as may be removed without in any material way affecting or impairing the originally intended function or use of such Item and were not required in compliance with the provision of the first sentence of paragraph (a) of this Section 9). Such accessories, equipment and devices which may be removed without in any material way affecting or impairing the originally intended function or use of any Item of Leased Equipment shall be removed from each Item of Equipment before such Item is returned to the Lessor. The Lessee will not, without the prior written consent of the Lessor, and subject to such conditions as the Lessor may impose for its protection, affix or install any Item of Leased Equipment to or in any real property.

(d) The Lessee agrees, at its own cost and expense, to (1) cause each Item of Leased Equipment to be kept numbered with the identification or serial number therefor as specified in the Certificate of Acceptance therefor and (2) maintain the Equipment Marking on each Item of Leased Equipment and such other markings as from time to time may be required by law or otherwise deemed necessary by the Lessor in order to protect the title of the Lessor to such Item of Leased Equipment, the rights of the Lessor under this Lease and the Lien granted by the Lessor in financing the Lessor's Cost of the Leased Equipment. The Lessee will not place any Item of Leased Equipment in operation or exercise any control or dominion over the same until such Equipment Marking has been placed thereon. The Lessee will replace promptly any such Equipment Marking which may be removed, defaced or destroyed.

SECTION 10. Inspection.

The Lessor shall, at its cost, have the right, but not the duty, to inspect the Leased Equipment. Upon the request of the Lessor, the Lessee shall confirm to the Lessor the location of each Item of Leased Equipment and to make the Leased Equipment available to the Lessor for inspection at such location. The Lessee shall make its records pertaining to the Leased Equipment available to the Lessor for inspection at any reasonable time.

SECTION 11. Loss or Destruction; Requisition of Use.

(a) In the event that any Item of Leased Equipment shall be or become damaged, destroyed, lost, stolen, or permanently rendered unfit for use for any reason whatsoever, or title thereto shall be requisitioned or otherwise taken by any governmental authority under power of eminent domain or otherwise (Requisition of Use), or any Item of Leased Equipment is returned to the manufacturer or seller thereof pursuant to the patent indemnity provisions of the Purchase Documents, such fact shall promptly be reported by the Lessee to the Lessor.

(b) The Lessee shall determine, within 30 days after the date of occurrence of any such damage or wearing out, whether such Item of Leased Equipment can be repaired or replaced.

(c) In the event Lessee determines that such Item cannot be repaired or replaced or in the event of such damage, wearing out, destruction, loss, theft, Requisition of Use for a stated period which exceeds the term of this Lease, or return of such Item to the manufacturer or seller thereof without replacement thereof (any such occurrence being referred to as an Event of Loss, and the date thereof being the date of such damage, wearing out, destruction, loss, theft, Requisition of Use for a stated period which exceeds the term of this Lease, or return of such Item to the manufacturer or seller thereof without replacement thereof) the Lessee shall promptly notify the Lessor of such Event of Loss. On the Basic Rent Date next following, the Lessee shall pay to the Lessor an amount equal to the Casualty Value of such Item, determined as of such Basic Rent Date, together with any Rent then due. In the event the Lessee determines that such Item can be repaired or replaced, the Lessee shall cause such Item to be repaired or replaced within 120 days after the occurrence of such damage or wearing out and, in the event of replacement, will take such

action as may be required under and pursuant to the Indenture to perfect, protect and preserve any security interests created by the Lessor under and pursuant to the Indenture; provided, however, that if the Lessee shall, within said 120-day period, have commenced the repair or replacement, but is prevented from completing such repair or replacement within said 120-day period due to causes beyond the Lessee's control, then the time for repair or replacement shall be extended by the number of days necessary to complete such repair or replacement up to a maximum of 120 additional days, and further provided, that if the Lessee fails to repair or replace such Item within the above-described repair or replacement period the Lessee shall, on the Basic Rent Date next following the end of the above-described repair or replacement period, pay to the Lessor an amount equal to the Casualty Value of such Item, determined as of such Basic Rent Date, together with any Rent then due. If at such time as the Casualty Value would otherwise be due, no more Basic Rent is or will become payable under this Lease, the Casualty Value shall be paid within 30 days thereafter. The obligation of the Lessee to pay Rent during the period from the date of an Event of Loss to, but excluding, the date upon which the Casualty Value is paid, including any replacement or repair period, shall remain in full force and effect.

Notwithstanding the foregoing, the Lessee, pursuant to the provisions of Section 16 hereof, shall still be required to indemnify the Lessor for any Loss, as defined in Section 16 hereof, due to the Lessee's act of replacing an Item of Leased Equipment authorized hereby. Upon making such Casualty Value payment in respect of such Item and all Rent due and owing with respect thereto, the Lessee's obligation to pay further Basic Rent for such Item shall cease, but the Lessee's obligation to pay Supplemental Rent, if any, for such Item, and to pay Rent for all other Items of Leased Equipment shall remain unchanged. Except in the case of loss, theft, destruction, or return to the manufacturer or seller, the Lessor shall be entitled to recover possession of such Item, unless possession of such Item is required to be delivered to an insurance carrier (other than the Lessee) in order to settle an insurance claim arising out of the Event of Loss. The Lessor shall be entitled to retain any salvage value collected by said insurance carrier in excess of the amount paid to the Lessor by said insurance carrier. The Lessor shall be under no duty to Lessee to pursue any claim against any governmental authority, but the Lessee may at its own cost and expense pursue the same on behalf of the Lessor in such manner as may be satisfactory to the Lessor. Any replacement Item installed by the Lessee in accordance with the provisions of this Section 11(c) shall be in as good operating condition as, and shall have a value and utility at least equal to, the Item replaced, assuming the Item replaced was in the condition and state of repair required to be maintained by the terms hereof.

(d) Following payment of the Casualty Value of an Item of Leased Equipment in accordance with the provisions of Section 11(c), the Lessee shall as agent for the Lessor, dispose of such Item as soon as it is able to do so for the best price obtainable. Any such disposition shall be on an "as is", "where is" basis without representation or warranty, express or implied. As to each separate Item so disposed of, the Lessee may, after paying the Lessor the amounts specified in Section 11(c), retain all amounts of such price up to the Casualty Value and the Lessee's reasonable costs and expenses of disposition attributable thereto, and shall remit the excess, if any, to the Lessor. The Lessee shall be entitled to all amounts it may receive in connection with any cause of action brought by it arising out of such Event of Loss. As to each

Item of Leased Equipment returned to the manufacturer or seller thereof in the manner described in Section 11(a) and not replaced or modified by the manufacturer or seller pursuant to the patent indemnity provisions of the Purchase Documents, the Lessor agrees that the Lessee shall receive and retain all amounts payable to the Lessor by the manufacturer or seller for the return of such Item, up to the Casualty Value paid by the Lessee hereunder, and any excess shall be paid to or retained by the Lessor. As to each Item of Leased Equipment modified and each replacement Item installed by the manufacturer or seller pursuant to the patent indemnity provisions of the Purchase Documents, the Lessor and the Lessee agree that such modified Item or replacement Item shall be delivered to the Lessee and shall, without any further act of the Lessor or the Lessee, be considered an Item for all purposes of this Lease.

(e) Except as hereinabove in this Section 11 provided, the Lessee shall bear the risk of loss and shall not be released from its obligations hereunder in the event of any damage or Event of Loss to any Item of Leased Equipment after delivery to and acceptance by the Lessee hereunder until the return thereof to the Lessor pursuant to Section 5 hereof.

(f) In the case of a Requisition of Use of any Item of Leased Equipment for an indefinite period or for a stated period which does not exceed the term of this Lease, such Requisition of Use shall not terminate this Lease with respect to such Item, and each and every obligation of the Lessee with respect thereto shall remain in full force and effect. So long as no Event of Default shall have occurred and be continuing under this Lease, the Lessee shall be entitled to all sums received by reason of any such Requisition of Use up to the amount of the Basic Rent paid by the Lessee during the period of such Requisition of Use.

SECTION 12. Termination.

The Lessee shall have the right, at its option and on at least 180 days' prior written notice to the Lessor, to terminate (which act shall hereinafter be called the "Termination") this Lease as to all but not less than all of such Items of Leased Equipment as of any succeeding rental payment date specified in such notice (such termination date so specified being hereinafter called the "Termination Date"); provided, however, that (i) the Termination Date shall not be earlier than the 121st Basic Rent payment, (ii) no Event of Default or other event which after the lapse of time or the giving of notice or both would become an Event of Default shall have occurred and be continuing on such date and that such Items of Leased Equipment shall have become obsolete or surplus to the Lessee's requirements, and (iii) on the Termination Date all Items of Leased Equipment shall be in the condition required for redelivery pursuant to Section 5 hereof.

On such Termination Date, the Lessee shall pay to the Lessor with respect to each such Item of Leased Equipment an amount equal to (i) the excess, if any, of the Termination Value (as hereinafter defined) for each such Item of Leased Equipment computed as of such date over the then Fair Market Value and (ii) the rental payment with respect to each Item of Leased Equipment due on such Termination Date. The Termination Value of each such Item of Leased Equipment as of the Termination Date on which payment is to be made shall be that percentage of the Purchase Price of such

Item of Leased Equipment as is set forth in Exhibit D hereto opposite such Basic Rent payment number and (iii) in addition and not included in any excess payment of the Termination Value pursuant to this Section 12, the penalty payment with respect to each Item of Leased Equipment due on such Termination Date, the penalty value (the Penalty Value) of each such Item of Leased Equipment as of the Termination Date on which payment is to be made shall be that percentage of the Purchase Price of such Item of Leased Equipment as set forth in Exhibit D hereto opposite such Basic Rent payment number

Upon the receipt by the Lessor of the amounts above described, the obligation of the Lessee to pay rent pursuant to Section 3 hereof in respect of such Item of Leased Equipment on each Basic Rent Date shall continue to and including the Termination Date but shall then terminate.

SECTION 13. Insurance.

At its own expense, the Lessee will cause to be carried and maintained casualty insurance, with a \$25,000 deductible, in amounts equal to the Casualty Value with respect to each Item of Leased Equipment and public liability insurance, with a \$25,000 deductible, in amounts and against risks customarily insured against by the Lessee on similar equipment and, in any event, in amounts and against risks comparable to those insured against by the Permitted Users on equipment owned by them, but in no event less than \$1,000,000 single limit per occurrence with respect to public liability insurance. Any policies with respect to such insurance shall be with an insurance carrier acceptable to the Lessor and shall name the Lessor, loss payee, as its interest may appear, shall provide for at least 30 days' prior written notice by the insurance carrier to the Lessor in the event of cancellation, expiration or material modification. The Lessee shall, prior to the First Delivery Date and annually thereafter on the anniversary thereof, furnish a certificate evidencing such insurance.

SECTION 14. Indemnification.

The Lessee agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless the Lessor from and against any and all liabilities, obligations, losses, damages, penalties, claims (including, without limitation, claims involving negligence, strict or absolute liability), actions, suits, costs, expenses and disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever, but excluding such claims with respect to which indemnification is otherwise expressly provided for in Sections 8 and 16 hereof, (Claims) which may be imposed on, incurred or asserted against the Lessor, whether or not the Lessor shall also be indemnified as to any such Claim by any other person, in any way relating to or arising out of this Lease or the performance or enforcement of any of the terms hereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, sublease, possession, use, operation, maintenance, condition, registration, sale, return, storage or disposition of any Item of Leased Equipment or any accident in connection therewith (including, without limitation, latent and other defects, whether or not discoverable and any Claim for patent, trademark or copyright infringement); provided, however, that the Lessee shall not be required to indemnify the Lessor for (1) any Claim in respect of any Item of Leased Equipment arising from acts

or events which occur after possession of such Item of Leased Equipment has been redelivered to the Lessor, or (2) any Claim resulting from acts which would constitute the willful misconduct or gross negligence of the Lessor, or (3) any Claim based upon fees to be paid by anyone other than the Lessee in connection with the financing contemplated by this Lease. The Lessee agrees that the Lessor shall not be liable to the Lessee for any Claim caused directly or indirectly by the inadequacy of any Item of Leased Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, all of which shall be the risk and responsibility of the Lessee. The rights and indemnities of the Lessor hereunder are expressly made for the benefit of, and shall be enforceable by, the Lessor notwithstanding the fact that the Lessor is either no longer a party to this Lease, or was not a party to this Lease at its outset, or this Lease has terminated or expired.

SECTION 15. Sublease.

The Lessee will not, without the prior written consent of the Lessor, which consent will not be unreasonably withheld, relinquish possession of any of the Leased Equipment or assign any of its rights hereunder, to any person other than a Permitted User or any political subdivision of the United States Government. No sublease, other relinquishment of the possession of any of the Leased Equipment, or assignment by the Lessee of any of its rights hereunder shall in any way discharge or diminish any of the Lessee's obligations to the Lessor hereunder, unless Lessor and any security assignee of the Lessor shall agree, in writing, to the release of the Lessee from its obligations hereunder. No sublease is or shall be permitted hereunder unless agree, in writing, the rights of the sublessee thereunder are expressly subject and subordinate to the rights of the Lessor and any security assignee of the Lessor.

SECTION 16. Tax Indemnification.

(a) The Trustor, on its part, desires that, by entering this lease transaction, it shall be entitled to such deductions, credits and other benefits as are provided to an owner of property including, without limitation:

(i) unless otherwise provided in Exhibit C hereto, the investment tax credit (Investment Credit) allowed by Section 38 and related sections of the Internal Revenue Code of 1954, as amended (Code), in an amount equal to the percentage set forth in Exhibit C hereto of the Lessor's Cost of each Item of Leased Equipment;

(ii) the deduction for accelerated depreciation (Depreciation Deduction) on each Item of Leased Equipment under various sections of the Code based upon the Depreciable Life, Depreciation Method and Salvage Value set forth in Exhibit C hereto;

(iii) the deduction under section 163 of the Code (Interest Deduction) in the full amount of any interest paid or accrued by the Lessor in accordance with the Lessor's permissible method of accounting for tax purposes with respect to any indebtedness incurred by the Lessor in financing its purchase of each Item of Leased Equipment.

Lessee agrees, as hereinafter set forth in paragraph (b) below, not to do or omit to do an act which will interfere with the attainment of Trustor's desires.

(b) If because of an act or omission on the part of the Lessee the Trustor shall lose, shall not have or shall lose the right to claim, or if because of an act or omission on the part of the Lessee there shall be disallowed or recaptured with respect to the Lessor, all or any portion of the Investment Credit, the Interest Deduction or the Depreciation Deduction as is provided to an owner of property with respect to any Item of Leased Equipment (Loss), then the Basic Lease Rate Factor applicable to such Item of Leased Equipment shall, on and after the next succeeding Basic Rent Date, after written notice to the Lessee by the Lessor that a Loss has occurred, be increased by such amount for such Item which will cause the Trustor's net after-tax return (computed using the same method and the same assumptions as were utilized in originally evaluating the financing contemplated by this Lease) over the term of the Lease in respect of such Item to equal the net after-tax return that would have been available if the Trustor had been entitled to the utilization of all of the Investment Credit, the Interest Deduction and the Depreciation Deduction with respect to such Item, and the Lessee shall forthwith pay to the Lessor the amount of any interest or penalty attributable to the Loss. Some examples of acts or omissions that may cause the loss, disallowance, or recapture of the items mentioned in (a) above are as follows, the examples in no way limit this paragraph: (1) Use of the equipment outside of the United States, (2) Sale of the property by Lessee, (3) Lessee improvement of Equipment in violation of Lease, (4) Lessee's failure to properly accept the Equipment on behalf of Lessor. The Lessee shall have the right to make any indemnity payment required by this Section 16 in one payment rather than by increasing the Basic Lease Rate Factor with respect to Basic Rent payable during the remaining term of this Lease. To the extent any Loss gives rise to subsequent tax benefits to the Trustor, an appropriate payment shall be made by the Lessor to the Lessee.

(c) For purposes of this Section 16, a Loss shall occur upon the earliest of (1) the happening of any event (such as a disposition or change in the use of any Item of Leased Equipment) which may cause such Loss, (2) the payment by the Trustor to the Internal Revenue Service of the tax increase resulting from such Loss, or (3) the adjustment of the tax return of the Trustor to reflect such Loss. With respect to any Item of Leased Equipment, the Trustor shall be responsible for, and shall not be entitled to a payment under this Section 16 on account of and only to the extent of, any Loss due to one or more of the following events: (1) a disposition due to the sale or other transfer of such Item of Leased Equipment or the lease thereof by the Lessor prior to any default by the Lessee, or (2) a failure of the Trustor to timely or properly claim the Investment Credit, Interest Deduction or Depreciation Deduction for such Item of Leased Equipment in the tax return of the Lessor, or (3) a disqualifying change in the nature of the Trustor's business or the liquidation thereof, or (4) any event which by the terms of this Lease requires payment by the Lessee of the Casualty Value, Termination Value or Penalty Value of such Item, if such Casualty Value, Termination Value or Penalty Value is thereafter actually paid by the Lessee when due, or (5) the failure of the Trustor to have sufficient liability for tax against which to apply such Investment Credit or taxable income against which to apply such Depreciation Deduction or Interest Deduction, or (6) the failure of the Lessor to contest such Loss in the manner provided for in this Section 16.

(d) If an auditing agent of the Internal Revenue Service proposes or makes an adjustment resulting in a Loss, or in the inclusion in the gross income of the Trustor of the cost of any Capital Expenditure, as such term is defined in paragraph (f) of this Section 16, with respect to which the Lessee may be required to indemnify pursuant to the provisions of this Section 16, the Lessor shall notify the Lessee in writing within a reasonable time, but the Lessor shall be under no obligation whatsoever to contest such adjustment or proposed adjustment, unless:

(1) the Lessee requests the Lessor to contest such adjustment or proposed adjustment within 20 days after the Lessor has notified the Lessee in writing of its intent not to contest such adjustment;

(2) notwithstanding any other opinion previously rendered in respect of the transactions contemplated by this Lease, an independent counsel selected by the Lessor and acceptable to the Lessee (Independent Counsel) renders a written opinion within the Prescribed Period, as defined in paragraph (3) of this Section 16, after receiving a request for such opinion, to the effect that there is a reasonable basis to contest such adjustment or proposed adjustment, as the case may be; and

(3) the Lessee agrees to pay on demand all reasonable out-of-pocket expenses, including, without limitation, the fees and disbursements of Independent Counsel, paid or incurred by the Lessor in connection with this paragraph (d) and any such contest.

The Lessor may conduct any administrative contest pursuant to this paragraph (d) in such manner as it determines in its sole discretion to be advisable. If the Lessee does not request the Lessor to contest such adjustment or proposed adjustment within 20 days after the Lessor has given the Lessee notice of such adjustment, or if Independent Counsel does not render the written opinion described in clause (2) above within the Prescribed Period, as defined in paragraph (e) of this Section 16, after receiving a request for such opinion, the Lessee shall indemnify the Lessor in the manner set forth in this Section 16. If the Lessor shall contest an adjustment or proposed adjustment administratively in accordance with this paragraph (d) and, in the opinion of Lessor's tax counsel, shall not prevail, the Lessor shall be under no obligation to contest such adjustment in the United States Tax Court, the United States Court of Claims, or any District Court of the United States of competent jurisdiction, if it has given the Lessee notice of its intention not to contest such adjustment or proposed adjustment, unless:

(1) the Lessee requests the Lessor to contest such adjustment or proposed adjustment within 20 days after the Lessor has notified the Lessee in writing of its intent not to make such contest;

(2) notwithstanding any opinion previously rendered in respect of the transactions contemplated by this Lease, Independent Counsel renders a written opinion within the Prescribed Period as defined in paragraph (e) of this Section 16, after receiving a request for such opinion, to the effect that the Investment Credit, Depreciation Deduction

or Interest Deduction so adjusted is allowable under the Code, the regulations promulgated thereunder and judicial decisions and that the Lessor should prevail if the matter is litigated; and

(3) the Lessee agrees to pay on demand all reasonable out-of-pocket expenses, including, without limitation, the fees and disbursements of Independent Counsel paid or incurred in connection with this paragraph (d) and any such legal proceedings.

If the Lessee does not request the Lessor to contest any such adjustment in a court of competent jurisdiction within 20 days after the Lessor has given the Lessee notice thereof, or if Independent Counsel does not render the written opinion described in clause (2) above within the Prescribed Period, as defined in paragraph (3) of this Section 16, after receiving a request for such opinion, the Lessee shall indemnify the Lessor in the manner set forth in this Section 16. If the Lessor institutes judicial proceedings in accordance with this paragraph (d) and does not prevail at any judicial level, the Lessee shall indemnify the Lessor in the manner set forth in this Section 16. The Lessor shall have no obligation to appeal any decision of any court; provided however, that the Lessor shall consult with the Lessee in good faith before determining whether or not to appeal any adverse judicial decision. If the Lessor contests any adjustment in a court of competent jurisdiction pursuant to this paragraph (d), the Lessor's tax counsel shall determine in its sole discretion whether to petition the United States Tax Court for a redetermination of the deficiency proposed to be assessed or to pay the deficiency and institute an action in a court of competent jurisdiction for a refund of taxes paid, considering, however, in good faith such request as the Lessee shall make concerning the most appropriate forum in which to proceed. The Lessor may conduct any judicial contest pursuant to this paragraph (d) in such manner as the Lessor determines in good faith but in its sole discretion to be advisable. In the event that the Lessor pays the tax resulting from a proposed adjustment and proceeds to seek a refund thereof, the Lessee shall pay the Lessor an amount equal to interest at the Overdue Rate on the amount of tax in question computed from the date of payment of such tax to the date of final determination of such adjustment, such amount to be payable in equal installments within each calendar year on the Basic Rent Dates during such period. Upon receipt by the Lessor of a refund of any tax paid by it in respect of which the Lessee has paid an amount equal to interest at the Overdue Rate, as provided for in the preceding sentence, while such tax payment was contested by the Lessor, an amount equal to the aggregate amount of interest paid by the government on such refund shall be paid by the Lessor to the Lessee.

(e) For purposes of this Section 16, the term Prescribed Period shall mean the number of days, not in excess of 60 days, that Independent Counsel advises the Lessor and the Lessee in good faith, within seven days after receiving a request for an opinion, that it will require to enable it either to render such opinion or to advise that it cannot render such an opinion; provided, however, that if Independent Counsel fails to advise the Lessor and the Lessee within such seven day period or advise that it will require more than 60 days, then the Lessor, the Lessee and Independent Counsel shall in good faith agree to a period of not in excess of 120 days to serve as the Prescribed Period.

(f) In the event and to the extent that, with respect to any taxable year of the Trustor beginning prior to the return thereof to the Lessor, the cost of any improvement or addition (a Capital Expenditure) to any Item of Leased Equipment made by the Lessee under and pursuant to the terms of this Lease or otherwise, is required to be included in the gross income of the Trustor for federal income tax purposes at any time, then the Lessee shall pay to the Lessor on the Rent Payment Date next following 30 days after the date on which the Lessee is notified by the Lessor that such cost is required to be included in the Trustor's gross income, an amount which, after deduction of all taxes required to be paid by the Trustor in respect of the receipt thereof under the laws of any federal, state or local government or taxing authority of the United States or under the laws of any taxing authority or governmental subdivision of a foreign country, shall cause the Trustor's net after-tax return that would have been available to the Trustor if the cost of such Capital Expenditure had not been includible in the Trustor's gross income. The Lessee agrees that, within 30 days after the close of any calendar year (or in the event the Lessor gives the Lessee written notice that the Trustor's taxable year closes on a date specified therein other than December 31, within 30 days after said date) in which the Lessee has made any Capital Expenditures, the Lessee will give written notice thereof to the Lessor describing such Capital Expenditures in reasonable detail and specifying the cost thereof.

(g) For purposes of this Section 16, the term "Trustor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which the Trustor is a member if consolidated returns are filed for such affiliated group for federal income tax purposes.

(h) All of the Trustor's rights and privileges arising from the indemnities contained in this Section 16 shall survive the expiration or other termination of this Lease with respect to any or all Items of Leased Equipment and such indemnities are expressly made for the benefit of and shall be enforceable by the Trustor, its successors and assigns.

SECTION 17. Lease Extension.

(a) Subject to the other terms and conditions of this Section 16 and provided that this Lease has not been terminated and provided that no Event of Default has occurred and is continuing hereunder, the Lessee shall have the option to extend the term of this Lease with respect to all, but not any part of the Equipment for such Lease Extension Periods as are provided for in Exhibit C hereto for a rental equal to the Fair Market Rental Value thereof determined as of the end of such term.

(b) Not less than 180 days prior to the end of the term of this Lease, or any extension hereof, with respect to the Equipment the Lessee may indicate, by written notice to the Lessor, the Lessee's interest in exercising the Lessee's lease extension option described above, which notice shall set forth the Lessee's estimate of the Fair Market Rental Value of such Items as of the end of such term. If, on or before a date 160 days prior to such Expiration Date, the Lessor and the Lessee are unable to agree upon a determination of the Fair Market Rental Value of such Items, then the Fair Market Rental Value shall

be determined by Appraisal. Said appraisal shall be complete on or before 100 days prior to such Expiration Date. When a determination of Fair Market Value has been made in accordance with the procedure described above, the Lessee may exercise its option to extend the term of this Lease with respect to said Items for the Fair Market Rental Value thereof by delivering written notice of such exercise to the Lessor not less than 90 days prior to the expiration of the term of this Lease with respect to such Group.

(c) Fair Market Rental Value shall be determined on the basis of and shall mean the aggregate amount which would be obtainable in an arm's-length transaction between an informed and willing lessee (other than (i) a lessee currently in possession or (ii) a used equipment dealer) and an informed and willing lessor under no compulsion to lease, and in such determination, (x) the cost of removal from the location of current use shall not be a deduction from such value, and (y) all alternative uses in the hands of such lessee, including, without limitation, further leasing shall be taken into account.

SECTION 18. Events of Default.

The term Event of Default, wherever used herein, shall mean any of the following events under the Lease (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) The Lessee shall fail to make any payment of Rent within 5 days after the same shall become due; the Lessee shall have the right to cure a default as described in this paragraph (a) if within 1 business day after receipt of notice of default Lessee delivers the payment of Rent in default, this right to cure shall be limited to 10 nonconsecutive defaults caused by clerical oversights on the part of the Lessee, or

(b) The Lessee shall fail to perform or observe any other covenant, condition, or agreement to be performed or observed by it under this Lease, or any agreement, document or certificate delivered by the Lessee in connection herewith or therewith, and such failure shall continue for 20 days after written notice thereof from the Lessor to the Lessee; provided, however, that it shall not be an Event of Default hereunder if (i) the Lessee shall, at the end of each 20-day period, have properly commenced, and is diligently proceeding to perform or observe such covenant, condition or agreement, (ii) in the reasonable opinion of the Lessor the Lessee continues to proceed diligently and (iii) such covenant, condition or agreement is performed or observed within an additional 20 days; or

(c) Any representation or warranty made by the Lessee in this Lease or the Participation Agreement or in any document or certificate furnished to the Lessor in connection herewith or therewith shall prove to have been incorrect in any material respect when any such representation or warranty was made or given; or

(d) A petition in bankruptcy shall be filed by the Lessee, or the Lessee shall make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver; or a trustee or a receiver shall be appointed for the Lessee, for any Item of Leased Equipment or for a substantial part of its property without its consent and shall not be dismissed within a period of 60 days; or bankruptcy, reorganization or insolvency proceedings shall be instituted against the Lessee and shall not be dismissed for a period of 60 days; or

(e) The Lessee shall be in default under any material obligation for the payment of borrowed money under any obligation, or for the payment of any rent (excluding the Rent under this Lease, nonpayment of which is an Event of Default, pursuant to Section 18(a) above), and the applicable grace period with respect thereto shall have expired and the obligations shall not be contested in good faith, provided however, that during the course of such a contest the Lessee's business shall not be materially adversely affected; or

(f) The Lessee shall attempt to remove, sell, transfer, encumber, part with possession of, assign or sublet (except as expressly permitted by the provisions of this Lease) any Item of Leased Equipment.

SECTION 19. Remedies.

(a) Upon the occurrence of any Event of Default the Lessor may, at its option, declare this Lease to be in default by written notice to such effect given to the Lessee, and at any time thereafter, the Lessor may exercise one or more of the following remedies, as the Lessor in its sole discretion shall lawfully elect:

(1) Proceed by appropriate court action, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof;

(2) By notice in writing terminate this Lease, whereupon all rights of the Lessee to the use of the Leased Equipment shall absolutely cease and terminate but the Lessee shall remain liable as hereinafter provided; and thereupon the Lessee, if so requested by the Lessor, shall at its expense promptly return the Leased Equipment to the possession of the Lessor at such place as the Lessor shall designate and in the condition required upon the return thereof pursuant to and in accordance with the terms hereof, or the Lessor, at its option, may enter upon the premises where the Leased Equipment is located and take immediate possession of and remove the same by summary proceedings or otherwise, without liability. The Lessee shall, without further demand, forthwith pay to the Lessor an amount equal to any unpaid Rent due and payable for all periods up to the Basic Rent Date following the date on which the Lessor has declared this Lease to be in default, plus, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the Casualty Value of the Leased Equipment then subject to this Lease, computed as of the Basic Rent Date following the date on which the Lessor had declared this Lease to be in default. Following the return of the Leased Equipment to the Lessor pursuant to this paragraph (2), the Lessor shall proceed to sell the Leased Equipment in such manner as it shall deem appropriate. The proceeds of such sale shall be applied by the Lessor (A) first, to all costs, charges

and expenses, including reasonable legal fees and disbursements, incurred by the Lessor as a result of the default and the exercise of its remedies with respect thereto, and (B) second, to reimburse the Lessee for the Casualty Value to the extent previously paid by the Lessee as liquidated damages. Any surplus remaining thereafter shall be retained by the Lessor. To the extent that the Casualty Value has not been previously paid, the Lessee shall forthwith pay to the Lessor the sum of (i) the amount by which (X) the sum of (a) the Casualty Value thereof, and (b) the amount payable under clause (A) of the preceding sentence, exceeds (Y) the sale price of the Leased Equipment, and (ii) interest at the Overdue Rate on the full amount of the Casualty Value, computed from the date the Casualty Value is payable hereunder until such Casualty Value is paid by the Lessee.

(b) The Lessee shall be liable for all costs, charges and expenses, including reasonable legal fees and disbursements, incurred by the Lessor by reason of the occurrence of any Event of Default or the exercise of the Lessor's remedies with respect thereto.

(c) No remedy referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to the Lessor at law or in equity. No express or implied waiver by the Lessor of any default or Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent default or Event of Default. The failure or delay of the Lessor in exercising any rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies and any single or partial exercise of any particular right by the Lessor shall not exhaust the same or constitute a waiver of any other right provided herein.

(d) If the Lessee shall fail to make any payment or perform any act required by this Lease, the Lessor may, but shall not be obligated to, make such payment or perform such act for the account of and at the expense of the Lessee, without notice to or demand upon the Lessee and without waiving or releasing any obligation or default; provided, however, that no such payment or action by the Lessor shall constitute or be deemed a waiver of an Event of Default. The Lessee hereby agrees to indemnify the Lessor and hold the Lessor harmless from and against all losses and expenses (including, but not limited to, reasonable attorney's fees) suffered or incurred by the Lessor by reason of any acts performed by it pursuant to this Section 19 (d), except with respect to such acts as shall constitute the willful misconduct or gross negligence of the Lessor; and the Lessee shall pay to the Lessor, upon demand, all sums expended, or losses and expenses suffered or incurred, by the Lessor pursuant to this Section 19 (d), plus interest thereon, at the Overdue Rate, to the extent permitted by applicable law from the date on which such sums are expended, or losses and expenses suffered or incurred, by the Lessor to the date on which the Lessee reimburses the Lessor therefor.

SECTION 20. Right to Cure.

Lessor shall, at its sole option, have the right to cure any Lessee's defaults and Lessee shall be liable for any cost or expenses the Lessor

may suffer as a result of the exercise of its right to cure and to pay such costs and expenses to the Lessor as supplemental rent.

SECTION 21. Right of First Refusal.

(a) Provided that this Lease has not been terminated by the Lessee and provided that no Event of Default has occurred and is continuing hereunder, the Lessor agrees that, at the expiration of this Lease or any extension thereof and for 120 days following the expiration of the term of this Lease or any extension thereof with respect to any Item of Leased Equipment, it will not re-lease or sell such Item of Leased Equipment unless the Lessor shall have given the Lessee at least 15 Business Days' prior written notice of such lease or sale, and the Lessee shall have the opportunity during said period to lease or purchase such Item of Leased Equipment at the same rental or price and on the same terms as specified in such notice.

(b) In the event the Lessee exercises such right of first refusal to purchase any Item of Leased Equipment, then, upon payment of the purchase price, the Lessor shall, upon request of the Lessee, execute and deliver to the Lessee, or to the Lessee's assignee or nominee, a bill of sale (without representations or warranties except that such Item of Leased Equipment is free and clear of all claims, liens, security interests and other encumbrances by or in favor of any person claiming by, through or under the Lessor) for such Item of Leased Equipment, and such other documents as may be required to release such Item of Leased Equipment from the terms and scope of this Lease and to transfer title thereto to the Lessee or such assignee or nominee, in such form as may reasonable be requested by the Lessee, all at the Lessee's expense.

SECTION 22. Filing.

Prior to the delivery and acceptance of the first Item of Equipment, the Lessee will, at its sole expense cause this Lease and the documents necessary to perfect title in the Lessor or to perfect any lien or security interest the Lessor may grant thereon to be duly filed, recorded or deposited with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and in such public offices and within or without the United States as the Lessor or its assignee may reasonably request and will furnish the Lessor and its assignee proof thereof prior to the acceptance of the Equipment. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, re-register or re-record whenever required) any and all further instruments required by law or reasonably requested by the Lessor or its assignee, for the purpose of protecting the Lessor's title to, or its assignee's security interest in, any Item of Equipment to the satisfaction of the Lessor's or the assignee's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to the Lessor and the assignee prior to acceptance of the Equipment proof of such filings and an opinion of the Lessee's counsel that such action has been properly taken. The Lessee will pay all costs, charges and expenses incident to any such filing, refiling, recording and re-recording or depositing and redepositing of any such instruments or incident to the taking of such action.

SECTION 23. Notices.

All communications and notices provided for herein shall be in writing and shall become effective when deposited in the United States mail, with proper postage for first-class mail prepaid, addressed (a) if to the Lessor, at P.O. Box 30007, Salt Lake City, Utah 84125, Attention: Trust Division, Corporate Trust Department (with copies to Dial Leasing Corporation of Iowa, 207 9th, Des Moines, Iowa, 50307, Attention Mike J. Keller), and (b) if to the Lessee, at its address set forth on the signature page hereof.

SECTION 24. Assignments by Lessor.

This Lease and all rent and other sums due and to become due hereunder may be assigned in whole or in part by the Lessor without the consent of the Lessee. The rent and other sums payable by the Lessee which are the subject matter of the assignment shall upon Lessor's direction be paid to or upon the written order of the assignee. Without limiting the foregoing, the Lessee further acknowledges and agrees that (i) the rights of any such assignee in and to the sums payable by the Lessee under any provision of this Lease shall not be subject to any abatement whatsoever and shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever whether by reason of failure of or defect in the Lessor's title, or any interruption from whatsoever cause in the use, operation or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof, or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of such assignee, the Lessee shall be unconditionally and absolutely obligated to pay such assignee all of the rents and other sums which are the subject matter of the assignment, (ii) said assignee shall, if an Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, shall have occurred and be continuing, have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of the Lessor for the use and benefit of said assignee) which by the terms of this Lease are permitted or provided to be exercised by the Lessor (except those rights, privileges and remedies relating to amounts payable to the Lessor or the Trustor pursuant to the indemnities made by the Lessee to Lessor made herein which shall remain enforceable by the Lessor and/or the Trustor, as the case may be), but if no Event of Default or event which the lapse of time or giving of notice, or both, would constitute an Event of Default, shall have occurred and be continuing, said assignee, the Lessor and the Trustor may each exercise their respective rights, privileges and remedies stated in this Lease to be provided for their respective benefits, and (iii) all obligations of the Lessor to the Lessee under this Lease shall be and remain enforceable by the Lessee against, and only against, the Lessor.

It is understood and agreed that the right, title and interest of any such assignee in, to and under this Lease and the rents and other sums due and to become due hereunder shall be the express terms granting and conveying the same be subject to the interest of the Lessee in and to the Equipment.

SECTION 25. Amendments and Miscellaneous.

(a) The terms of this Lease shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; provided that no such waiver, alteration, modification, amendment or supplement shall make any change, and no termination shall be made, without the consent of the Assignee of the Lessor.

(b) This Lease, including all agreements, covenants, representations and warranties, shall be binding upon and inure to the benefit of (i) the Lessor and its successors, assigns, agents, servants and personal representatives and, where the context so requires, (A) each Beneficiary, as defined in the Participation Agreement, and (B) the Lender, as defined in the Participation Agreement, as assignee and secured party, and the successors, assigns, agents, servants and personal representatives of each Beneficiary and the Trustee as assignee and secured party, and (ii) the Lessee and its successors and, to the extent permitted hereby, assigns. With respect to the provisions of Sections 6, 8, 14 and 16 hereof, each Beneficiary, the Owner Trustee, as defined in the Participation Agreement (both in its individual and fiduciary capacities) the Lender, as assignee and secured party, any holder of obligations of the Lessor issued in connection with this Lease, and the successors, assigns, agents, servants and personal representatives of the foregoing shall each be indemnified thereunder and, with respect to clause (2) of the provision to Section 14 hereof, the willful misconduct or gross negligence of any one such person shall not affect the rights of any other such person under such Section 14. Nothing in this paragraph (b) shall be construed to constitute a guaranty of any obligations under the Note(s).

(c) All agreements, indemnities, covenants, representations and warranties contained in this Lease or in any document or certificate delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

(d) Any provision of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(e) This Lease shall constitute an agreement of lease and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Leased Equipment, except as lessee only.

(f) The single executed original of this Lease marked "Original" shall be the "Original" and all other counterparts hereof shall be marked and be "Duplicates." To the extent that this Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lease may be created through the transfer or possession of any counterpart other than the "Original."

(g) This Lease shall be construed in accordance with, and shall be governed by, the laws of the State of Iowa.

(h) Section headings are for convenience only and shall not be construed as part of this Lease.

(i) Although this Lease is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth opposite the signatures hereto, and this Lease shall be effective on the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease to be duly executed by their respective officers thereunto duly authorized.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master Trust
Agreement dated as of November 15, 1979
between it and Dial Leasing Corporation
of Iowa
as Lessor

By _____
Authorized Officer

Date _____

SOUTH SOO GRAIN COMPANY
as Lessee

By Sam McMaster
Sam McMaster
President

Date 2/21/80

Address: 425 West Highway 20
South Sioux City, Nebraska 68776

Attention: Sam McMaster
President

The undersigned hereby certifies that the person executing this Lease on behalf of the Lessee holds the indicated office, was duly elected thereto and at all relevant times has been a duly qualified and acting officer of the Lessee.

Secretary

Date _____

DESCRIPTION OF EQUIPMENT

<u>Groups of Equipment (a)</u>	<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Description (c)</u>	<u>Estimated Lessor's Cost (Per Item)</u>
1	15	Trinity Industries Inc.	New 4750 Cubic Foot, 3 compart- ment, covered Railroad Hopper Cars with trough hatches and Gravity unloading gates, mounted on 100 ton trucks with roller bearings. Serial numbers to be furnished upon delivery and shall be designated on the Certificate of Acceptance.	\$47,250

(a) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Investment Commitment be exceeded without the express approval of the Lessor.

(b) Upon the prior written consent of the Lessor, which consent shall not be unreasonably withheld, additional equipment not specifically described above may be included as Equipment for the purposes hereof; provided, however, that in no event shall the Maximum Investment Commitment be exceeded without the express approval of Lessor; and provided, further, that no such additional equipment shall be or become an Item of Leased Equipment unless and until the Lessee shall have taken or caused to be taken all such action as may be required under and pursuant to the Indenture to perfect, protect and preserve the security interest granted by the Lessor under and pursuant to the Indenture.

CERTIFICATE OF ACCEPTANCE NO. ____

under

Equipment Lease dated as of February 1, 1980 (the Lease) between FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of November 15, 1979 between it and Dial Leasing Corporation of Iowa, as lessor (the Lessor) and South Soo Grain Company, as Lessee (the Lessee).

1. Items of Equipment

The Lessee hereby certifies that the Items of Equipment set forth and described in Schedule 1 hereto (which Schedule includes the amount of the Lessor's Cost of each such Item), constituting Items of Equipment of the Group of Equipment indicated below, have been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and accepted as Items of Leased Equipment under the Lease, all on the date indicated below:

Group of Equipment: Group 1

Jurisdiction in Which Such
Items are Accepted:

Date of Acceptance:

2. Representations by the Lessee

The Lessee hereby represents and warrants to the Lessor, Trustor, and their assignees, if any, that on the Date of Acceptance:

(1) the representations and warranties of the Lessee set forth herein are true and correct in all material respects on and as of such date as though made on and as of such date;

(2) the Lessee has satisfied or complied with all requirements set forth in this Lease to be satisfied or complied with on or prior to such date;

(3) no Event of Default under the Lease or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default has occurred and is continuing;

(4) the Lessee has obtained, and there are in full force and effect, such insurance policies with respect to each Item of Leased Equipment described in the attached work order(s) as are required to be obtained under the terms of the Lease;

(5) with respect to each such Item which is registerable under, or for which a Certificate of Title is required by, the applicable laws of any jurisdiction, application for a certificate of title showing the Lessor as owner and the Lender as first lien-holder of such Item has been filed with the appropriate governmental agency in the jurisdiction in which such Item was accepted and such Item has been duly registered with such agency; and

(6) with respect to each such Item which is registerable under, or for which a Certificate of Title is required by, the applicable laws of any jurisdiction, the Lessee has complied with all requirements of such agency, including the payment of requisite fees, in connection with the application for the certificate of title for, and registration of, such Item; and

(7) the Items of Equipment have not been used by Lessee prior to such date.

as Lessee

Dated: 2/21/80

By S. A. McMaster
Pres.

Accepted on the Date of Acceptance set forth in paragraph 1 above on behalf of the Lessor: FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of November 15, 1979 between it and Dial Leasing Corporation of Iowa
as Lessor

By _____
Authorized Representative

SCHEDULE 1 TO
CERTIFICATE OF ACCEPTANCE NO. _____

Description of Equipment and Lessor's Cost

<u>Quantity</u>	<u>Manufacturer or Seller</u>	<u>Description</u>	<u>Identification or Serial Number</u>	<u>New or Used</u>	<u>Lessor's Cost</u>
-----------------	---------------------------------------	--------------------	--	------------------------	--------------------------

Total Lessor's Cost \$ _____

UCC-Filing

Debtor:

First Security Bank of Utah, N.A.,
not in its individual capacity, but
solely as Owner Trustee

Secured Party:

Central Life Assurance Company

EXHIBIT C

Group 1 Equipment
(15-year Basic Lease Term)

Date of Lease: February 1, 1980

Trustor: Dial Leasing Corporation of Iowa
207 9th Street
Des Moines, IA 50307
Attention: Mike J. Keller

Daily Lease Rate Factor: \$14.60

Cut-Off Date: April 1, 1980

Rent Commencement Date: The date of acceptance set forth in the
Certificate of Acceptance executed with
respect thereto.

Basic Rent Dates: March 1, 1980, and on the same day
of each month thereafter through
February 1, 1995, totaling Basic
Rent payments.

Expiration Date: March 1, 1995

First Delivery Date: February 25, 1980

Final Delivery Date: March 1, 1980

Interim Rent Date: March 1, 1980

First Basic Rent Date: March 1, 1980

Last Basic Rent Date: February 1, 1995

First Termination Date: March 1, 1990

Basic Lease Rate Factor: \$438.00

Overdue Rate: 13.125% per annum

Lease Extension Periods: Two one year periods.

Equipment Marking: Owned by and Leased from First Security Bank of Utah, N.A. as Owner Trustee for Dial Leasing Corporation of Iowa pursuant to a Master Trust Agreement dated November 15, 1979 and subject to a Security Interest of Central Life Assurance Company recorded with the ICC.

Return of Equipment: The Lessee shall, at its own expense, deliver each Item of Leased Equipment to the Lessor at any single location the Lessor shall direct provided said location is within 1,000 miles of Sioux City, Iowa.

Investment Credit: 10%

Depreciable Life: A 12-year depreciable life pursuant to section 167(m) of the Code for an asset described in Asset Guideline Class No. 00.25

Depreciation Method: Double-declining balance method and switching to the sum-of-the-years digits method without the prior consent of the Commissioner of Internal Revenue utilizing either the "modified half-year" or "half-year" convention pursuant to Reg. section 1.67(a)-11(c)-(2) and taking into account the Salvage Value of the Leased Equipment.

First Basic Rent Date:

Last Basic Rent Date:

First Termination Date:

Basic Lease Rate Factor:

\$430.00

Overdue Rate:

12% per annum

Lease Extension Periods:

Two one year periods.

Equipment Marking:

Owned by and Leased from First Security Bank of Utah, N.A. as Owner Trustee for Dial Leasing Corporation pursuant to a Trust Agreement dated November 15, 1979 and subject to a Security Interest of Central Life Assurance Company.

Return of Equipment:

The Lessee shall, at its own expense, deliver each Item of Leased Equipment to the Lessor at any single location the Lessor shall direct provided said location is within the United States and is west of the Mississippi River.

Investment Credit:

10%

Depreciable Life:

A 12-year depreciable life pursuant to section 167(m) of the Code for an asset described in Asset Guideline Class No. 00.25

Depreciation Method:

Double-declining balance method and switching to the sum-of-the-years digits method without the prior consent of the Commissioner of Internal Revenue utilizing either the "modified half-year" or "half-year" convention pursuant to Reg. section 1.67(a)-11(c)-(2) and taking into account the Salvage Value of the Leased Equipment.

Salvage Value:

An amount equal to 10% of the Lessor's
Cost of the Leased Equipment, which
amount will be reduced by 10% of the
Lessor's Cost as provided in section
167(f) of the Code

Maximum Investment Commitment:

\$744,187.50

EXHIBIT D

Group 1 Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (b)(c)</u>	<u>Penalty Value (b)(c)</u>
1	89.3199		
2	90.3587		
3	90.6511		
4	90.9451		
5	91.1710		
6	91.3979		
7	91.6259		
8	91.7851		
9	91.9448		
10	92.1049		
11	92.1956		
12	92.2863		
13	92.3768		
14	92.4672		
15	92.5352		
16	92.6029		
17	92.6480		
18	92.6926		
19	92.7367		
20	92.7580		
21	92.7785		
22	92.7982		
23	92.7950		
24	92.7908		
25	92.7856		
26	92.7794		
27	92.7545		
28	92.7283		
29	92.6831		
30	92.6366		
31	92.5887		
32	92.5216		
33	92.4530		
34	92.3828		
35	92.2932		
36	92.2018		

EXHIBIT D

Group 1 Equipment

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (b)(c)</u>	<u>Penalty Value (b)(c)</u>
37	92.1087		
38	92.0138		
39	91.9023		
40	91.7889		
41	91.6588		
42	91.5265		
43	91.3921		
44	91.2408		
45	91.0871		
46	90.9312		
47	90.7581		
48	90.5825		
49	90.4044		
50	90.2236		
51	90.0288		
52	89.8312		
53	89.6193		
54	89.4045		
55	89.1868		
56	88.9546		
57	88.7193		
58	88.4810		
59	88.2279		
60	87.9716		
61	87.7120		
62	87.4491		
63	87.1745		
64	86.8965		
65	86.6067		
66	86.3132		
67	86.0161		
68	85.7071		
69	85.3943		
70	85.0777		
71	84.7489		
72	84.4161		
73	84.0793		
74	83.7385		
75	83.3887		
76	83.0347		
77	82.6716		

EXHIBIT D

Group 1 Equipment

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (b)(c)</u>	<u>Penalty Value (b)(c)</u>
78	82.3042		
79	81.9325		
80	81.5515		
81	81.1660		
82	80.7760		
83	80.3766		
84	79.9724		
85	79.5637		
86	79.1501		
87	78.7304		
88	78.3059		
89	77.8751		
90	77.4393		
91	76.9986		
92	76.5514		
93	76.0991		
94	75.6416		
95	75.1776		
96	74.7083		
97	74.2336		
98	73.7536		
99	73.2704		
100	72.7817		
101	72.2898		
102	71.7924		
103	71.2893		
104	70.7829		
105	70.2707		
106	69.7528		
107	69.2314		
108	68.7043		
109	68.1709		
110	67.6313		
111	67.0913		
112	66.5451		
113	65.9985		
114	65.4454		
115	64.8859		
116	64.3259		
117	63.7593		
118	63.1861		

EXHIBIT D
Group 1 Equipment

<u>Rent</u>	<u>Payment</u>	<u>Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (b)(c)</u>	<u>Penalty Value (b)(c)</u>
		119	62.6122		
		120	62.0320		
		121	61.4444	56.4444	1.38756
		122	60.8496	55.8496	1.36505
		123	60.2571	55.2571	1.34230
		124	59.6573	54.6573	1.31933
		125	59.0598	54.0598	1.29612
		126	58.4549	53.4549	1.27268
		127	57.8425	52.8425	1.24900
		128	57.2323	52.2323	1.22508
		129	56.6146	51.6146	1.20093
		130	55.9892	50.9892	1.17652
		131	55.3659	50.3659	1.15188
		132	54.7351	49.7351	1.13068
		133	54.0961	49.0961	.88742
		134	53.4488	48.4488	.87012
		135	52.8065	47.8065	.85265
		136	52.1559	47.1559	.83499
		137	51.5103	46.5103	.81716
		138	50.8563	45.8563	.79915
		139	50.1938	45.1938	.78096
		140	49.5363	44.5363	.76259
		141	48.8702	43.8702	.74403
		142	48.1955	43.1955	.72528
		143	47.5256	42.5256	.70634
		144	46.8473	41.8473	.69013
		145	46.1597	41.1597	.50532
		146	45.4628	40.4628	.49291
		147	44.7737	39.7737	.48038
		148	44.0752	39.0752	.46773
		149	43.3845	38.3845	.45495
		150	42.6844	37.6844	.44203
		151	41.9748	36.9748	.42899
		152	41.2729	36.2729	.41581
		153	40.5615	35.5615	.40251
		154	39.8405	34.8405	.38906
		155	39.1270	34.1270	.37548
		156	38.4041	33.4041	.36324
		157	37.6711	32.6711	.23391
		158	36.9281	31.9281	.22558
		159	36.1944	31.1944	.21716

EXHIBIT D
Group 1 Equipment

<u>Rent</u>	<u>Payment</u>	<u>Number</u>	<u>Casualty Value</u>	<u>(a)(b)</u>	<u>Termination</u> <u>Value(b)(c)</u>	<u>Penalty</u> <u>Value(b)(c)</u>
	160		35.4507		30.4507	.20866
	161		34.7163		29.7163	.20008
	162		33.9718		28.9718	.19141
	163		33.2170		28.2170	.18265
	164		32.4716		27.4716	.17380
	165		31.7159		26.7159	.16486
	166		30.9498		25.9498	.15584
	167		30.1929		25.1929	.14672
	168		29.4256		24.4256	.13803
	169		28.6478		23.6478	.06463
	170		27.8591		22.8591	.06020
	171		27.0806		22.0806	.05572
	172		26.2913		21.2913	.05120
	173		25.5121		20.5121	.04664
	174		24.7220		19.7220	.04203
	175		23.9211		18.9211	.03737
	176		23.1302		18.1302	.03266
	177		22.3283		17.3283	.02791
	178		21.5154		16.5154	.02311
	179		20.7124		15.7124	.01826
	180		20.0000		14.8968	.00917

(a) Casualty Values are expressed as a percentage of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where a Casualty Value shall be payable with respect to an Event of Loss occurring before the third, fifth or seventh anniversary of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of this Lease, Casualty Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percent of Lessor's Cost To be Added to the Foregoing Percentage</u>
Third	19.6079%
Fifth	13.0719%
Seventh	6.5360%

(b) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 16 of the Lease, Casualty Values, Termination Values and Penalty Values will be adjusted accordingly.

(c) Termination Values are expressed as a percentage of Lessor's Cost and do not include the Penalty Value. The Penalty Value is expressed as a percentage of Lessor's Cost and are not added to the Termination Value but are in addition to the Termination Value and are not to be considered part of any excess costs of the Termination Value as set forth in Section 12 hereof.